State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name: ML Premier VUL Policy **Project Name/Number:** Premier VUL/12-665.03

Filing at a Glance

Company: Minnesota Life Insurance Company

Product Name: ML Premier VUL Policy

State: Arkansas

TOI: L06I Individual Life - Variable

Sub-TOI: L06I.002 Single Life - Flexible Premium

Filing Type: Form

Date Submitted: 08/29/2012

SERFF Tr Num: MNNL-128664080

SERFF Status: Closed-Approved-Closed

State Tr Num:

State Status: Approved-Closed

Co Tr Num: 12-665.03

Implementation 10/01/2012

Date Requested:

Author(s): Angela Acker-Fisher, Carol Ouhl, Matthew Harrington, Joyce Townsend

Reviewer(s): Linda Bird (primary)

Disposition Date: 09/07/2012

Disposition Status: Approved-Closed

Implementation Date:

State Filing Description:

State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name: ML Premier VUL Policy **Project Name/Number:** Premier VUL/12-665.03

General Information

Project Name: Premier VUL Status of Filing in Domicile: Pending

Project Number: 12-665.03 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: This filing is currently pending

review with the Interstate Compact.

Explanation for Combination/Other: Market Type: Individual Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 09/07/2012

State Status Changed: 09/07/2012 Created By: Angela Acker-Fisher

Deemer Date: Created By: Angela Acker-Fisher

Submitted By: Angela Acker-Fisher Corresponding Filing Tracking Number: 12-665.03

Filing Description:

This filing is an individual flexible premium, variable universal life policy with indexed features. This policy is new and does not replace any other form. The separate accounts underlying the filing comply with, or have been authorized by, the State of Minnesota, our domicile, including commissioner approval if required.

This product will be marketed to the general public, issue ages 0 through 90. The product has a minimum new issue face amount of \$100,000. It will NOT be marketed with an illustration due to being a variable product. While I have provided Flesch scores for all the forms, those requirements do not apply to the policy as it is subject to federal jurisdiction.

This policy can be issued as either sex distinct or unisex. The settlement option section of the data pages contains two versions of the Life Income Option, 3 only one of which will print depending upon the gender issued. When issued as sex distinct Minnesota Life certifies that the policy will not be issued in any employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964.

The following new agreements are being filed for use with the policy.

ACCELERATED DEATH BENEFIT AGREEMENT, 12-931U, allows advance receipt of policy funds provided as a lien against the policy death benefit triggered by a terminal condition resulting in a life expectancy of 12 months or less. This agreement can be issued with all universal life products going forward and can also be added to in force policies.

WAIVER OF CHARGES AGREEMENT, 12-919, waives all monthly policy charges assessed against the accumulation value if the insured becomes totally and permanently disabled. The Waiver of Charges Agreement will be used with this policy and all other universal life products going forward. It can be offered with both new issues and added to in force policies.

APPLICATIONS currently approved are also being filed for revisions to add information needed for the issue of this new product as well as our new whole life products recently filed with your department. These applications are the general information section of the applications used for various distribution areas.

Application, Part 1, New Issue (Career Sales) -F59410 Rev 8-2012

Application, Part 1, New Issue (Broker Sales) – F65324 Rev 8-2012

Application 1A, New Issue (eApp) - F72540 Rev 9-2012

Policy Change Application, No Underwriting - F59537 Rev 8-1012

Policy Change Application Part 1, Underwriting Required - F59538 Rev 8-1012

State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name: ML Premier VUL Policy **Project Name/Number:** Premier VUL/12-665.03

Please note that the sub-account selections are not made within the application. They are made on a separate administrative form. An exhibit of that form is attached to the Supporting Documents Tab.

PREVIOUSLY APPROVED forms we also intend to offer with this policy are:

Children's Term Agreement, 09-904U, approved 12-01-2009 under Tracking # MNNL-12632746
Guaranteed Insurability Option without Waiver, 09-915, approved 07-21-2009 under Tracking # MNNL-126216769
Inflation Agreement, 11-916, approved 06-09-2011 under Tracking # MNNL-127194585
Long Term Care Agreement, 09-932, approved 02-04-2010 under Tracking # MNNL-126472175
Waiver of Premium Agreement, 06-917, approved 07-07-2006 under Tracking # USPH-6PNQJB779
Term Insurance Agreement, 06-944R, approved 03-01-2007 under Tracking # MNNL-125111553
Early Values Agreement, 08-939, approved 03-06-2008 under Tracking #MNNL-125516284
Overloan Protection Agreement, 09-911, approved 12-01-2009 under Tracking # MNNL-126362746
Premium Deposit Account Agreement, 12-301, approved 02-23-2012 under Tracking # MNNL-128080549

In addition to the Actuarial Memorandums, a Statement of Variability is included. Minnesota Life Insurance Company certifies that any change or modification to a variable item outside stated ranges shall be administered in accordance with the requirements in the Variability of Information section, including any requirements for prior approval of a change or modification.

The submitted forms are in final print and are subject to only minor modification in paper stock, formatting, type style and size (never less than 10 point type), ink, border, company logo/address/telephone number/officer signature, and future adaptation to electronic media or computer printing.

Company and Contact

Filing Contact Information

Joyce Townsend, Senior Product joyce.townsend@securian.com

Compliance Specialist

 400 ROBERT STREET NORTH
 651-665-5902 [Phone]

 ST. PAUL, MN 55101-2098
 651-665-5424 [FAX]

Filing Company Information

Minnesota Life Insurance CoCode: 66168 State of Domicile: Minnesota

Company Group Code: 869 Company Type: Life

400 Robert Street North Group Name: Insurance

Law Department FEIN Number: 41-0417830 State ID Number:

St. Paul, MN 55101-2098 (651) 665-3500 ext. [Phone]

Filing Fees

Fee Required? Yes

Fee Amount: \$400.00

Retaliatory? No

Fee Explanation: \$50.00 per form

 $$50.00 \times 8 \text{ forms} = 400.00

Per Company: No

State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name: ML Premier VUL Policy **Project Name/Number:** Premier VUL/12-665.03

CompanyAmountDate ProcessedTransaction #Minnesota Life Insurance Company\$400.0008/29/201262125843

State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name:ML Premier VUL PolicyProject Name/Number:Premier VUL/12-665.03

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/07/2012	09/07/2012

Objection Letters and Response Letters

Objection Letters Response Letters

Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	09/05/2012	09/05/2012	Joyce Townsend	09/06/2012	09/06/2012
Industry						
Response						

Amendments

Schedule	nedule Schedule Item Name		Created On	Date Submitted	
Form	Accelerated Death Benefit Agreement	Angela Acker-Fisher	08/30/2012	08/30/2012	

SERFF Tracking #: MNNL-128664080 State Tracking #: 12-665.03

State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name:ML Premier VUL PolicyProject Name/Number:Premier VUL/12-665.03

Disposition

Disposition Date: 09/07/2012

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Account Allocation Form		Yes
Supporting Document	Accelerated Benefit Disclosure		Yes
Supporting Document	Application Revisions Redlined		Yes
Supporting Document	Statements of Variability		Yes
Form	ML Premier Variable Universal Life Policy		Yes
Form	Waiver of Charges Agreement		Yes
Form (revised)	Accelerated Death Benefit Agreement		Yes
Form	Accelerated Death Benefit Agreement	Replaced	Yes
Form	Application Part 1		Yes
Form	Policy Change Application No Underwriting Required		Yes
Form	Policy Change Application Part 1 Underwriting Required		Yes
Form	Application Part 1		Yes
Form	Application 1A		Yes

State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name: ML Premier VUL Policy **Project Name/Number:** Premier VUL/12-665.03

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 09/05/2012
Submitted Date 09/05/2012
Respond By Date 10/05/2012

Dear Joyce Townsend,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments:

The Statement of Variability was not included in the submission.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name:ML Premier VUL PolicyProject Name/Number:Premier VUL/12-665.03

Response Letter

Response Letter Status Submitted to State

Response Letter Date 09/06/2012 Submitted Date 09/06/2012

Dear Linda Bird,

Introduction:

This is in response to your objection dated September 5, 2012.

Response 1

Comments:

Attached to the Supporting Documents tab are the Statements of Variability for the policy data pages and for the applications.

Related Objection 1

Comments:

The Statement of Variability was not included in the submission.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Statements of Variability

Comment: Attached are the Statements of Variability for the policy data pages and for the applications.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

I apologize for our oversight in not including this information with our original submission. I am hopeful that this additional information will allow you to approve our ML Premier VUL Policy, agreements and applications.

Thank you for your consideration.

Joyce Townsend

Sincerely,

Joyce Townsend

SERFF Tracking #: MNNL-128664080 State Tracking #: 12-665.03

State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name:ML Premier VUL PolicyProject Name/Number:Premier VUL/12-665.03

Amendment Letter

Submitted Date: 08/30/2012

Comments:

We have submitted a revised Accelerated Benefit Agreement, form 12-931U. We inadvertently forgot to remove a reference to the Interstate Compact in the third paragraph of the provision on page 2 entitled "Will interest be charged on the amount taken as an accelerated benefit?".

Thank you for your continued attention to this filing. We look forward to its approval in Arkansas.

Sincerely,

Angela Acker-Fisher

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form	Form	Form	Action	Form	Previous	Replaced	Readability	Attachments
Number	Type	Name		Action	Filing #	Form #	Score	
				Other				
12-931U	Policy/Contract	/Fr Accelerated	Initial				52.900	12-931U ABA.pdf
	aternal	Death Benefit						
	Certificate:	Agreement						

Amendment, Insert Page, Endorsement or

Rider

State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name:ML Premier VUL PolicyProject Name/Number:Premier VUL/12-665.03

Form Schedule

Lead	Lead Form Number: 12-665.03								
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments		
1		12-665.03	POL	ML Premier Variable Universal Life Policy	Initial:	52.700	12-665.03 policy.pdf		
2		12-919	POLA	Waiver of Charges Agreement	Initial:	52.100	12-919 WCA.pdf		
3		12-931U	POLA	Accelerated Death Benefit Agreement	Initial:	52.900	12-931U ABA.pdf		
4		F59410 Rev 8- 2012	AEF	Application Part 1	Initial:	52.500	F59410 Rev 8-2012 no sec.pdf		
5		F59537 Rev 8- 2012	AEF	Policy Change Application No Underwriting Required	Initial:	52.000	F59537 Rev 8-2012 no sec.pdf		
6		F59538 Rev 8- 2012	AEF	Policy Change Application Part 1 Underwriting Required	Initial:	52.100	F59538 Rev 8-2012 no sec.pdf		
7		F65324 Rev 8- 2012	AEF	Application Part 1	Initial:	52.400	F65324 Rev 8-2012 no sec.pdf		
8		F72540 Rev 9- 2012	AEF	Application 1A	Initial:	51.100	F72540 9-2012 no sec.pdf		

Form Type Legend:

	pg		
ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
отн	Other	OUT	Outline of Coverage

State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name:ML Premier VUL PolicyProject Name/Number:Premier VUL/12-665.03

PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment,	SCH	Schedule Pages
	Insert Page, Endorsement or Rider		

ML PREMIER VARIABLE UNIVERSAL LIFE POLICY

Insured JOHN A DOE

Policy Number: 1-000-000Z

Policy Date: Aug 01, 2012

Flexible Premium Variable Universal Life Insurance with Index-Linked Interest Features

Face Amount and Premium may be adjusted by the owner.

Variable Benefits

Nonparticipating

THE FACE AMOUNT IS SHOWN ON THE POLICY DATA PAGES. THE DEATH BENEFIT WILL VARY **DEPENDING ON THE DEATH BENEFIT OPTION ELECTED. THE VALUES OF THIS POLICY** ALLOCATED TO THE VARIABLE SEPARATE **ACCOUNT WILL VARY FROM DAY TO DAY DEPENDING UPON SEPARATE ACCOUNT** INVESTMENT EXPERIENCE. THERE IS NO GUARANTEED MINIMUM ACCUMULATION VALUE. EVEN IF PLANNED PREMIUMS ARE PAID, IT IS POSSIBLE THAT THE POLICY MAY TERMINATE BEFORE THE DEATH OF THE INSURED.

READ YOUR POLICY CAREFULLY THIS IS A LEGAL CONTRACT

Subject to the provisions of this policy, we promise to pay to the beneficiary the death proceeds when we receive proof satisfactory to us of the insured's death.

This policy is issued in consideration of the application for this policy and the payment of the premiums.

The owner and the beneficiary are as named in the initial application unless they are changed as provided in

Signed for Minnesota Life Insurance Company, a stock company, at St. Paul, Minnesota, on the policy

Rhet Leuble Demis E. Tishophy President

Secretary

MINNESOTA LIFE

investments.

Minnesota Life Insurance Company [A Securian Financial Group Affiliate 400 Robert Street North St. Paul, MN 55101-2098 651.665.3500]

POLICY STAYS IN FORCE

Values allocated to the index-linked acounts may be

affected by the interest credits associated with the

referenced index. Values allocated to the variable

EVEN IF PLANNED PREMIUMS ARE PAID, IT IS POSSIBLE THAT THE POLICY MAY TERMINATE

BEFORE THE DEATH OF THE INSURED DUE TO

CHARGES. ADDITIONALLY, LOANS, PARTIAL SURRENDERS AND DEATH BENEFIT OPTION

Notice of Your Right to Examine This Policy.

It is important to us that you are satisfied with this policy after it is issued. If you are not satisfied with it,

you may return the policy to us or our agent within 30

receive a full refund of any premiums within 7 days of the date we receive your notice of cancellation.

days after you receive it. If you return the policy, you will

CHANGES IN INTEREST CREDITED, AND MONTHLY

CHANGES MAY AFFECT THE LENGTH OF TIME THE

separate account participate directly in, and are subject

to, the investment performance of the underlying equity

12-665.03 0

ML PREMIER VARIABLE UNIVERSAL LIFE POLICY WITH INDEXED ACCOUNT OPTIONS

Insured: [John A. Doe]

Issue Age: [35]
Gender: [Male]

Policy Number: [1-000-000Z]
Policy Date: [Aug 1 2012]
[Policy Change Date: [Aug 1 2014]

Death Benefit Option: [Level]

Face Amount [\$500,000]
Term Insurance Agreement [\$100,000]

Total Insurance Amount [\$600,000]

PREMIUM

Monthly Initial Minimum Premium: [\$171.32] effective [Aug 1 2012]

Planned Premium: [\$937.50 Quarterly]

Maturity Date [Aug 1 2098]

This policy may not mature on the maturity date even if planned premiums are paid because the current cost of insurance and interest rates are not guaranteed, policy loans and partial withdrawals may be taken, you may change your death benefit option or because of requested changes to your face amount of insurance. We will pay the cash surrender value of the policy on the maturity date. If coverage continues to the maturity date, there may be little or no cash surrender value payable.

[This policy has been changed effective [MMM DD CCYY]. The original policy data pages and any changes in effect prior to the [MMM DD CCYY] are replaced by these policy data pages. If we required evidence of insurability to change this policy, the incontestability and suicide periods with respect to the change will be measured from [MMM DD CCYY]].

BASIC POLICY

Coverage Layer Amount

AillOuitc

[\$500,000]

Coverage Layer
Effective: [Aug 1, 2012]

Age: [35]

Risk Class: [Preferred Non-Tobacco]

Total Face Amount - - - - - - - - - - - - - [\$500,000]

ADDITIONAL AGREEMENTS

```
[Accelerated Death Benefit Agreement
   Effective: [Aug 1 2012]
   There is no monthly charge for this agreement.]

[Waiver of Charges Agreement
   Effective: [Aug 1 2012]
   There is a monthly charge for this agreement.]
```

OTHER IMPORTANT INFORMATION

Interim Account Transfer Date: [The 3rd Friday of each month]

Death Benefit Qualification Test: [Guideline Premium Test]

Guaranteed Interest Rate:

Net Amount at Risk Divisor: [1.001652]

Fixed Interest Loan Interest Rate: 3%

Variable Interest Loan Interest Rate: [4.25%] effective through [July 31 2013]

Variable Loan Interest Rate Factor: [1.50%]

[100%]

[100%]

INFORMATION ABOUT THE AVAILABLE ACCOUNTS

[Guaranteed Interest Account]

INDEXED ACCOUNTS: INDEX WEIGHT:

[Indexed Account A]: [Standard & Poor's 500® Composite

Stock Price Index excluding

dividends, or its successor. (1)]

Segment Term: [1 year]
Index Credit Term: [1 year]
Participation Rate: [100%]
Growth Floor: [0%]

Growth Cap: [13]% in effect on [Feb 1, 2012]

Minimum Growth Cap 2%

[Indexed Account B]: [Standard & Poor's 500® Composite

Stock Price Index excluding

dividends, or its successor. (1)]

Segment Term: [1 year]
Index Credit Term: [1 year]
Participation Rate: [140%]
Growth Floor: [0%]

Growth Cap: [8]% in effect on [Feb 1, 2012]

Minimum Growth Cap: 1.43%

INDEX-LINKED RETURNS FOR STANDARD & POOR'S 500@, DOW JONES GLOBAL EX-U.S. INDEXSM, AND EURO STOXX 50@ INDEX, DO NOT INCLUDE THE PORTION OF RETURNS GENERATED BY THE UNDERLYING INDEX THAT COME FROM DIVIDENDS.

THE GROWTH CAP ON EACH INDEXED ACCOUNT IS NOT A GUARANTEED ELEMENT AND CAN BE CHANGED BY MINNESOTA LIFE. ANY CHANGE IN THE GROWTH CAP WOULD AFFECT THE INDEX CREDITS, AND WOULD THUS AFFECT THE INTEREST RETURN APPLICABLE TO THE ACCUMULATION VALUE IN THAT INDEXED ACCOUNT.

INDEXED DISCLOSURES:

[(1)S&P 500®, Standard & Poor's 500® index, Standard & Poor's®, "S&P®", "S&P 500®", "Standard & Poor's 500®", and "500" are trademarks of Standard & Poor's and have been licensed for use by Minnesota Life Insurance Company ("Minnesota Life"). The ML Premier Variable Universal Life Insurance policy ("Policy") is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of investing in the Product.

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OTHER IMPORTANT INFORMATION

[Guideline Premium Test Death Benefit Percentage Factors:

Age	Percentage	Age	Percentage	Age	Percentage
0-40	250%	54	157%	68	117%
41	243%	55	150%	69	116%
42	236%	56	146%	70	115%
43	229%	57	142%	71	113%
44	222%	58	138%	72	111%
45	215%	59	134%	73	109%
46	209%	60	130%	74	107%
47	203%	61	128%	75-90	105%
48	197%	62	126%	91	104%
49	191%	63	124%	92	103%
50	185%	64	122%	93	102%
51	178%	65	120%	94	101%
52	171%	66	119%	95-121	100%]
53	164%	67	118%		

Other Important Information

[Cash Value Accumulation Test Death Benefit Percentage Factors:

The following rates are for the coverage layer effective: [Aug 1, 2012]

	TO ANNIV		TO ANNIV		TO ANNIV		TO ANNIV
PERCENT	DATE IN						
475.20%	2013	210.51%	2038	121.95%	2063	100.00%	2088
458.96%	2014	204.58%	2039	120.34%	2064	100.00%	2089
443.29%	2015	198.92%	2040	118.86%	2065	100.00%	2090
428.16%	2016	193.54%	2041	117.49%	2066	100.00%	2091
413.59%	2017	188.44%	2042	116.23%	2067	100.00%	2092
399.57%	2018	183.60%	2043	115.07%	2068	100.00%	2093
386.06%	2019	178.98%	2044	114.00%	2069	100.00%	2094
373.07%	2020	174.57%	2045	112.96%	2070	100.00%	2095
360.60%	2021	170.33%	2046	111.95%	2071	100.00%	2096
348.63%	2022	166.26%	2047	110.93%	2072	100.00%	2097
337.17%	2023	162.33%	2048	109.87%	2073	100.00%	2098]
326.19%	2024	158.56%	2049	108.72%	2074		
315.66%	2025	154.94%	2050	107.36%	2075		
305.55%	2026	151.52%	2051	105.63%	2076		
295.77%	2027	148.26%	2052	103.31%	2077		
286.31%	2028	145.15%	2053	100.00%	2078		
277.19%	2029	142.19%	2054	100.00%	2079		
268.40%	2030	139.36%	2055	100.00%	2080		
259.98%	2031	136.68%	2056	100.00%	2081		
251.91%	2032	134.14%	2057	100.00%	2082		
244.20%	2033	131.76%	2058	100.00%	2083		
236.85%	2033	129.53%	2059	100.00%	2083		
230.83%	2034	127.45%	2060	100.00%	2085		
223.15%	2035	127.43%	2061	100.00%	2085		
216.71%	2030	123.67%	2062	100.00%	2087		
210./10	2001	143.010	2002	100.00%	2007		

MAXIMUM MONTHLY COST OF INSURANCE RATES

The maximum monthly cost of insurance rates are listed per \$1,000 of net amount at risk. For a special risk class the cost of insurance rates are a multiple of the rating percentage and never larger than 83.3333.

AGE	RATE	AGE	RATE	AGE	RATE	AGE	RATE
35	0.10089	60	0.82540	85	10.27544	110	71.53882
36	0.10673	61	0.91627	86	11.43495	111	77.62686
37	0.11174	62	1.02661	87	12.71507	112	83.33333
38	0.12008	63	1.14974	88	14.10525	113	83.33333
39	0.12842	64	1.27896	89	15.59358	114	83.33333
40	0.13760	65	1.41513	90	17.17057	115	83.33333
41	0.13700	66	1.55235	91	18.67330	116	83.33333
42	0.16348	67	1.68978	92	20.26544	117	83.33333
43	0.10348	68	1.83933	93	21.97376	118	83.33333
44	0.19939	69	1.99167	94	23.81218	119	83.33333
44	0.19939	09	1.99167	94	23.01210	119	03.33333
45	0.22110	70	2.17329	95	25.79274	120	83.33333
46	0.24199	71	2.37666	96	27.64147		
47	0.26455	72	2.64823	97	29.65378		
48	0.27792	73	2.93182	98	31.85097		
49	0.29381	74	3.23010	99	34.25958		
50	0.31387	75	3.56144	100	36.90863		
51	0.33896	76	3.92357	101	39.06362		
52	0.37327	77	4.34571	102	41.41764		
53	0.41176	78	4.84012	103	43.99544		
54	0.45949	79	5.41330	104	46.82418		
55	0.51563	80	6.04178	105	49.93704		
56	0.57515	81	6.76172	106	53.37325		
57	0.63891	82	7.51460	100	53.37325		
	0.63691	83	8.33044	107	61.42909		
58 59	0.69179	83 84	9.24138	108	61.42909		
37	0.13441	UI	J. 44130	107	00.10203		

OTHER POLICY CHARGES

Premium Charge

A maximum of 7.0% of each premium paid.

Monthly Policy Charge

The Monthly Policy Charge will not exceed \$12.00 per month plus \$0.0125 per \$1,000 of face amount per month.

Policy Issue Charge

Each of the following Policy Issue Charge(s) will be assessed monthly for [10] years against the accumulation value.

Amount	Effective	Until
[81.25	08/01/2012	08/01/2022]

Mortality and Expense Risk Charge

A maximum of .075% of the accumulation value per month.

Indexed Account Charge

A maximum of .05% of the value in the fixed indexed accounts.

Policy Change Transaction Charge

The maximum policy change transaction charge is \$100.00 per policy change transaction.

Partial Surrender Transaction Charge

The lesser of [\$25] or [2%] of the amount of the partial surrender.

Transfer Transaction Charge

The maximum Transfer Transaction Charge is \$25.00 per transfer transaction.

[Waiver of Charges Agreement Charge

Each of the following Waiver of Charges Charge(s) will be assessed monthly against the accumulation value.

Amount	Effective	Until
[9.97]	[08/01/2012]	[07/31/2037]]

SURRENDER CHARGES

The maximum Surrender Charges shown below will be assessed for [10] years against the accumulation value at the time this policy is surrendered in full.

7	mla	7	mla	7	mla
Amount	Through	Amount	Through	Amount	Through
10,464.32	09/2012	10,061.57	11/2016	9,603.38	01/2021
10,464.32	10/2012	10,061.57	12/2016	9,603.38	02/2021
10,464.32	11/2012	10,061.57	01/2017	9,603.38	03/2021
10,464.32	12/2012	10,061.57	02/2017	9,603.38	04/2021
10,464.32	01/2013	10,061.57	03/2017	9,603.38	05/2021
10,464.32	02/2013	10,061.57	04/2017	9,603.38	06/2021
10,464.32	03/2013	10,061.57	05/2017	9,603.38	07/2021
10,464.32	04/2013	10,061.57	06/2017	9,603.38	08/2021
10,464.32	05/2013	10,061.57	07/2017	9,480.70	09/2021
10,464.32	06/2013	10,061.57	08/2017	9,480.70	10/2021
10,464.32	07/2013	9,952.13	09/2017	9,480.70	11/2021
10,464.32	08/2013	9,952.13	10/2017	9,480.70	12/2021
10,368.84	09/2013	9,952.13	11/2017	9,480.70	01/2022
10,368.84	10/2013	9,952.13	12/2017	9,480.70	02/2022
10,368.84	11/2013	9,952.13	01/2018	9,480.70	03/2022
10,368.84	12/2013	9,952.13	02/2018	9,480.70	04/2022
10,368.84	01/2014	9,952.13	03/2018	9,480.70	05/2022
10,368.84	02/2014	9,952.13	04/2018	9,480.70	06/2022
10,368.84	03/2014	9,952.13	05/2018	9,480.70	07/2022
10,368.84	04/2014	9,952.13	06/2018	9,480.70	08/2022
10,368.84	05/2014	9,952.13	07/2018		
10,368.84	06/2014	9,952.13	08/2018		
10,368.84	07/2014	9,839.23	09/2018		
10,368.84	08/2014	9,839.23	10/2018		
10,269.81	09/2014	9,839.23	11/2018		
10,269.81	10/2014	9,839.23	12/2018		
10,269.81	11/2014	9,839.23	01/2019		
10,269.81	12/2014	9,839.23	02/2019		
10,269.81	01/2015	9,839.23	03/2019		
10,269.81	02/2015	9,839.23	04/2019		
10,269.81	03/2015	9,839.23	05/2019		
10,269.81	04/2015	9,839.23	06/2019		
10,269.81	05/2015	9,839.23	07/2019		
10,269.81	06/2015	9,839.23	08/2019		
10,269.81	07/2015	9,722.98	09/2019		
10,269.81	08/2015	9,722.98	10/2019		
10,167.44	09/2015	9,722.98	11/2019		
10,167.44	10/2015	9,722.98	12/2019		
10,167.44	11/2015	9,722.98	01/2020		
10,167.44	12/2015	9,722.98	02/2020		
10,167.44	01/2016	9,722.98	03/2020		
10,167.44	02/2016	9,722.98	04/2020		
10,167.44	03/2016	9,722.98	05/2020		
10,167.44	04/2016	9,722.98	06/2020		
10,167.44	05/2016	9,722.98	07/2020		
10,167.44	06/2016	9,722.98	08/2020		
10,167.44	07/2016	9,603.38	09/2020		
10,167.44	08/2016 09/2016	9,603.38	10/2020		
10,061.57	10/2016	9,603.38	11/2020 12/2020		
10,061.57	10,2010	9,603.38	12/2020		

DEATH PROCEEDS ALTERNATIVE SETTLEMENT OPTIONS

Option 1: Interest Payments

Please refer to the Payment of Proceeds section of your policy.

Option 2: Payments for a Specified Period

Monthly payments per \$1,000 of proceeds applied under this option are shown below.

Number of Years	Monthly Payments
5	\$17.08
10	8.75
15	5.98
20	4.59
25	3.76

[Option 3: Life Income

Monthly payments per \$1,000 of proceeds based on the Annuity 2000 Table and applied under this option are shown below.

	Life	Income	with	Payments	Guaranteed	for	Male
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Age	Life	5 Years	10 Years	20 Years
50	\$2.98	\$2.98	\$2.97	\$2.89
55	3.37	3.37	3.34	3.20
60	3.89	3.87	3.82	3.55
65	4.58	4.55	4.43	3.90
70	5.54	5.46	5.20	4.21
75	6.87	6.67	6.08	4.43

Life Income with Payments Guaranteed for Female

Age	Life	5 Years	10 Years	20 Years
50	\$2.75	\$2.74	\$2.74	\$2.70
55	3.08	3.08	3.06	2.99
60	3.52	3.51	3.49	3.34
65	4.11	4.09	4.03	3.72
70	4.93	4.89	4.75	4.09
75	6.12	6.01	5.66	4.37]

[Option 3: Life Income

Monthly payments for each \$1,000 of proceeds based on the Annuity 2000 Table and applied under this option are shown below.

Life Income with Payments Guaranteed for Unisex

Age	Life	5 Years	10 Years	20 Years
50	\$2.79	\$2.79	\$2.78	\$2.74
55	3.14	3.14	3.12	3.04
60	3.59	3.58	3.55	3.38
65	4.20	4.18	4.44	3.76
70	5.05	5.00	4.84	4.12
75	6.26	6.14	5.75	4.38]

Option 4: Payments of a Specified Amount

Please refer to the Payment of Proceeds section of your policy.

Settlement Option Guaranteed Annual Interest Rate:

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If you have questions or complaints about this policy, you may contact your advisor, us, or the insurance department of your state at the following location.

Insurance Department of: []
[Address]
[Address]

Telephone Number []
Toll Free Telephone Number []

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Summary of Policy Features

This policy is a flexible premium variable universal life policy with fixed indexed account options. As long as the policy is inforce, a death benefit is payable upon the death of the insured. Premiums, after premium charges, are allocated to the guaranteed interest account, the variable separate account, the fixed indexed accounts, or any combination of the accounts available.

Death Proceeds

The amount payable to the beneficiary on the death of the insured is the total of the following amounts:

- The death benefit.

PLUS - Any additional insurance on the insured's life provided by an additional agreement

(see the policy data pages),

PLUS - Under the Level Option, any premium paid

after the date of the insured's death,

Any unpaid monthly policy charges which we assess against accumulation value,

MINUS - Any outstanding policy loan,

MINUS - Any unpaid policy loan interest.

Variability

Accumulation value in the variable separate account will reflect investment experience of the sub-accounts you choose.

Investment experience may, depending on the death benefit option selected, increase the amount of the death benefit.

Accumulation Value

The net premiums you pay for this policy become part of the accumulation value. The accumulation value is available to you during the insured's lifetime, to be used:

- as collateral for a loan or as a policy loan.
- to continue insurance protection if you cannot, or do not wish to, continue paying premiums.
- to obtain cash by surrendering your policy, in full, or in part.

Surrender Proceeds

The amount payable to the owner when the policy is surrendered:

- The accumulation value of the policy,

Any unpaid policy charges which we assess against accumulation value,

MINUS - Any outstanding policy loan,

MINUS - Any unpaid policy loan interest,

MINUS - The surrender charge, if applicable.

Additional Agreements

The additional agreements, if any, listed on the policy data pages are described more fully in those additional agreements.

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Definitions

When we use the following words, this is what we mean:

1940 Act

The Investment Company Act of 1940, as amended, or any similar successor federal act.

accumulation value

The sum of the values under this policy in the guaranteed interest account, the fixed loan account, interim account, fixed indexed accounts and variable separate account.

age

The issue age plus the number of complete policy years elapsed.

Code

The U.S. Internal Revenue Code of 1986, as amended.

CSO Tables

The 2001 Commissioners Standard Ordinary Composite, Ultimate, Age Nearest Birthday, Sex-Distinct Mortality Tables. If the policy was issued as unisex, we use a corresponding unisex mortality table, the 2001 Commissioners Standard Ordinary Composite, Ultimate, Age Nearest Birthday, Table B (80% male, 20% female) Mortality Tables. The gender on the policy data pages describes whether the policy was issued as sex-distinct or unisex.

coverage layer

A layer of insurance coverage with an associated coverage amount. The first coverage amount shown on the policy data pages is the amount of the initial coverage layer. There may be multiple coverage layers. All layers will be shown on the policy data pages.

face amount

The sum of the coverage amounts of each coverage layer. The face amount as of the policy date is equal to the initial coverage amount as shown on the policy data pages.

fixed indexed account

A fixed indexed account is a part of the general account value and credits interest based on a change in the indices associated with that account. The fixed indexed accounts are shown on the policy data pages along with the indices that apply to each.

fixed loan account

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The fixed loan account contains amounts transferred from your other accounts as collateral for a loan when a fixed interest rate loan is taken.

fund

A mutual fund or separate investment portfolio within a series mutual fund which we designate as an eligible investment for the separate account and its sub-accounts.

general account

All assets of the Minnesota Life Insurance Company other than those in the variable separate account or in other fully insulated separate accounts established by us.

good order

All necessary documents and forms are complete and in our possession. To be in "good order", instruction must be sufficiently clear so that we do not need to exercise any discretion to follow such instructions and any payment amount must meet our minimum requirements to complete the request. We reserve the right to change, from time to time, our requirements for what constitutes good order and which documents, forms and payment amounts are required in order for us to complete your request.

growth cap

A growth cap is the maximum growth rate of a segment in any index credit term. The growth cap in effect at the policy date or at any policy change date for any fixed indexed account is shown on the policy data pages. For each subsequent index credit term and for each fixed indexed account, we will determine the growth cap for that index credit term. For each subsequent index credit term, the growth cap for that index credit term is equal to the growth cap in effect at the beginning of that index credit term.

growth floor

The minimum segment growth rate during all index credit terms is equal to the value shown on the policy data pages.

guaranteed interest account

The guaranteed interest account is part of our general account and credits a fixed annual rate of interest on amounts held in the guaranteed interest account on a daily basis. Amounts held in the guaranteed interest account credit interest at an annual rate not less than the guaranteed rate of interest which is shown on the policy data pages.

guaranteed interest rate

The rate of interest that is guaranteed for this policy's general account options which is shown on the policy data pages.

index

An external index that is used in determining the amount of any index credits for index credit terms under a fixed indexed account. The external indices may reference more than one fixed indexed account and will be referred to as indices. The external index or indices are shown on the policy data pages.

index credits

The amount of interest we may credit to the value allocated to a segment of a fixed indexed account during an index credit term. The amount of an index credit is determined by reference to the performance of the applicable indices over the index credit term, subject to the growth cap and the growth floor.

index credit term

The time period over which changes in the underlying indices of a segment are measured for purposes of calculating the index credit for that segment. The index credit term for any fixed indexed account is shown on the policy data pages.

initial minimum premium

The amount of premium required to put the policy in force. The initial minimum premium is the monthly initial minimum premium shown on the policy data pages multiplied by three (3) months plus the number of complete months from the policy date to the date of payment.

insured

The person whose life is insured under this policy as shown on the policy data pages.

interim account

The interim account is a part of our general account and contains net premiums and value transferred from other accounts that you have directed to be placed into the fixed indexed accounts. On each interim account transfer date, the value in the interim account is moved into the fixed indexed accounts according to your instructions.

interim account transfer date

The date when transfers of values from the interim account to any fixed indexed account will occur. The interim account transfer date is shown on the policy data pages.

issue age

The insured's age at nearest birthday as of the policy date.

legal partner

The person with whom you have entered into a legally-sanctioned domestic partnership or civil union that grants you the same rights, responsibilities, and obligations as married couples in accordance with applicable state laws. We will not recognize a partner relationship in any state that does not legally recognize such relationship.

maturity date

The date shown on the policy data pages. The date the policy's surrender value, if any, will be paid.

minimum growth cap

The minimum rate at which we may set the growth cap for any fixed indexed account index credit term.

net amount at risk

The value equal to the death benefit at the most recent monthly policy anniversary divided by the net amount at risk divisor (shown on the policy data pages), and then reduced by the accumulation value at the beginning of the policy month, before the current month's cost of insurance charge is deducted.

net premium

A premium payment less the premium charge assessed against that premium.

participation rate

A percentage of the segment growth rate used in calculating the index credit for each segment at the end of each index credit term. The participation rate that applies to a fixed indexed account is shown on the policy data pages.

planned premium

The amount of premium you plan to pay for this policy on a periodic basis.

policy anniversary

The same day and month as your policy date for each succeeding year your policy remains in force. A monthly policy anniversary is the same day as your policy date for each succeeding month your policy remains in force.

policy date

The date shown on the policy data pages, which is the date from which policy anniversaries, policy years, and monthly policy anniversaries are determined.

policy loan interest

The amount of interest we charge you on the policy loan balance on your policy.

policy loan transaction

Transactions involving policy loans that result in a change to the policy loan amount, including new loans and loan repayments.

proceeds

The amount we will pay under the terms of this policy when your policy is surrendered or terminates as shown under the Surrender Proceeds section, or when the insured dies.

segment

A segment is the part of a fixed indexed account created by transfers from the interim account or any amount retained in a fixed indexed account at the end of the previous segment term.

segment date

The segment date is the date the segment was created. The segment years, segment anniversaries, and segment term of a fixed indexed account are all measured from this date.

segment term

The length of time that a segment will exist. The segment term for each fixed indexed account is shown on the policy data pages.

surrender value

The amount available to you when your policy is surrendered or terminates.

terminate

The insured's life is no longer insured under any of the terms of the policy and the policy is no longer in force.

unit

A measure of your interest in a sub-account of the variable separate account.

unit value credit

A percentage we add to the gross investment rate for a sub-account for a valuation period to determine the net investment factor of that valuation period. The unit value credit represents a portion, or all, of the payment we or our affiliates may receive from a fund or an affiliate of a fund for the performance of certain administrative, record keeping and shareholder services. The amount of the unit value credit varies among sub-accounts and we may discontinue the application of unit value credits at any time in our sole discretion.

valuation date

A valuation date is any date on which the New York Stock Exchange ("NYSE") is open for trading, except for any days specified in the prospectus for this policy subject to

applicable regulatory authority and any day the fund corresponding to a sub-account does not value its shares. A valuation date ends at the close of trading on the NYSE that day.

valuation period

The period between successive valuation dates measured from the time of one determination to the next.

variable separate account

The variable separate account is the "Minnesota Life Individual Variable Universal Life Account". We established this variable separate account for this class of policies and other classes of policies under Minnesota law. The variable separate account is composed of several sub-accounts. We own the assets of the variable separate account. However, those assets are not chargeable with the liabilities arising out of any other business we conduct.

we, our, us

Minnesota Life Insurance Company.

written request

A request in good order in writing signed by you. We also may require that your policy be sent in with your written request.

you, your

The owner of this policy as shown in the application, unless changed as provided in this policy. The owner may be someone other than the insured.

General Information

What is your agreement with us?

Your policy, or any change to it, contains the entire contract between you and us. This includes the initial application and all subsequent applications to change your policy. Any statements made either by you or by the insured, in the initial application or in any application for change will, in the absence of fraud, be considered representations and not warranties. Also, any statement made either by you or by the insured will not be used to void your policy nor defend against a claim under your policy unless the statement is contained in the initial application or in any application for change to this policy.

No change or waiver of any of the provisions of this policy will be valid unless made in writing by us and signed by our president, a vice president, our secretary or an assistant secretary. No agent or other person has the authority to change or waive any provisions of your policy.

Any additional agreement attached to this policy will become a part of this policy and will be subject to all the terms and conditions of this policy unless we state otherwise in the agreement.

When does your policy become effective?

Your policy will become effective on the earlier of the policy date or the date the policy is delivered to you, provided you have paid the initial minimum premium, while the health of the proposed insured remains as stated in the application for this policy.

How will you know the status of your policy?

Each year without charge, we will send you a report. This report will show your policy's status. It will include the accumulation value, death benefit, policy activity during the report period, and the surrender value as of the date of the report. The information in the report will be current as of a date within two months of its mailing.

You may also request an illustrative report at any time without charge.

How do you exercise your rights under the policy?

You can exercise all the rights under this policy during the insured's lifetime by making a written request in good order to us. This includes the right to change the ownership. Any change in ownership will take effect on the date the notice of change is signed by the owner, unless otherwise specified by the owner. Any payments made or actions taken by the company prior to receipt of the notice will remain valid regardless of the date the owner signed the notice.

You may assign this policy by forwarding to us a written request in good order in advance of such assignment. We reserve the right, except to the extent prohibited by applicable state law or regulation or by the action of the appropriate state regulatory authority, or any agency or officer performing like functions of the applicable State, to require that assignment will be effective only upon our acceptance, and to refuse assignments at any time on a non-discriminatory basis. No assignment applies to any action we take before receiving your written request.

If your policy is assigned, we will also require the written consent of the assignee. If you have designated an irrevocable beneficiary, the written consent of that beneficiary will also be required.

Death Benefit

What is the death benefit?

On the date of death, the death benefit for this policy is equal to the greater of:

- the death benefit calculated under the death benefit option in effect; or
- (2) the minimum death benefit calculated under the death benefit qualification test applicable for this policy.

The death benefit qualification test is shown on the policy data pages and cannot change.

What are the death benefit options?

The death benefit options are:

- Level Option
- Increasing Option

What is the Level Option?

Under the Level Option, the death benefit equals the face amount.

What is the Increasing Option?

Under the Increasing Option, the death benefit equals the face amount plus the accumulation value of the policy at the insured's death.

How is the death benefit option elected?

You elect a death benefit option on your policy application. If you fail to make an election, the Level Option will be in effect.

What is the death benefit qualification test?

In order for your policy to be considered life insurance under Section 7702 of the Code, it must satisfy either the cash value accumulation test or the guideline premium test. Unless you specify otherwise, the death benefit qualification test for this policy is the guideline premium test. The death benefit qualification test is shown on the policy data pages and cannot be changed.

For your policy to remain qualified as a life insurance policy, we reserve the right to increase the amount of insurance on the insured, to return any excess accumulation value, or to limit the amount of premium paid.

What is the cash value accumulation test?

Under this test, the minimum death benefit is the greater of the amount required for this policy to be deemed life insurance according to the Code, or the accumulation value.

What is the guideline premium test?

Under this test, the minimum death benefit at any time is equal to the accumulation value multiplied by the death benefit percentage for the age of the insured as shown in the table in the policy data pages.

When is the death benefit determined?

The death benefit is determined on each monthly policy anniversary and as of the date of the insured's death.

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What proceeds are payable at the insured's death?

The amount payable at the insured's death shall be the death benefit provided by this policy, plus:

- any additional insurance on the insured's life provided by an additional agreement; plus
- (2) under the Level Option, any premium paid by you after the date of the insured's death; minus
- (3) any unpaid monthly charges; minus
- (4) any outstanding policy loan and any unpaid policy loan interest.

Beneficiary

To whom will we pay the death proceeds?

When we receive proof satisfactory to us of the insured's death, we will pay the death proceeds of this policy to the beneficiary or beneficiaries named in the application for this policy unless you have changed the beneficiary. In that event, we will pay the death proceeds to the beneficiary named in your last change of beneficiary request as provided below.

What happens if one or all of the beneficiaries dies before the insured?

If a beneficiary dies before the insured, that beneficiary's interest in the policy ends with that beneficiary's death.

Only those beneficiaries who survive the insured will be eligible to share in the death proceeds. If no beneficiary survives the insured, we will pay the death proceeds of this policy to you, if living, otherwise, to your estate, or to your successor if you are a corporation no longer in existence.

Can you change the beneficiary?

If you have reserved the right to change the beneficiary, you can request in writing to change the beneficiary. If you have not reserved the right to change the beneficiary, the written consent of the irrevocable beneficiary will be required.

Your written request will be effective as of the date you signed the request. However, if the insured dies before the request has been received, the request will not be effective as to those death proceeds we have paid or actions we have taken before we received your request in good order.

Payment of Proceeds

When will the policy proceeds be payable?

The proceeds of this policy will be payable if the policy is surrendered, terminated or if we receive proof satisfactory

to us of the insured's death. These events must occur while the policy is in force. Proof of any claim under this policy must be submitted in writing in good order to our home office. The proceeds will be paid at our home office and in a single sum unless a settlement option has been selected.

Can proceeds be paid in other than a single sum?

Yes. You may, during the insured's lifetime, request that we pay the proceeds under one of the following settlement options. We may also use any other method of payment that is agreeable to you and us. A settlement option may be selected only if the payments are to be made to a natural person in that person's own right.

The following settlement options are all payable in fixed amounts as are described below. These payments do not vary with the investment performance of the variable separate account.

Option 1 -- Interest Payments

Payment of interest on the proceeds at such times and for a period that is agreeable to you and us. Withdrawal of proceeds may be made in amounts of at least \$500. At the end of the period, any remaining proceeds will be paid in either a single sum or under any other method we approve.

Option 2 -- Payments for a Specified Period

Monthly payments for a specified number of years. The amount of each monthly payment for each \$1,000 of proceeds applied under this option is shown on the policy data pages. The monthly payments for any period not shown will be furnished upon request.

Option 3 -- Life Income

Monthly payments for the life of the person who is to receive the income. We will require satisfactory proof of the person's age and gender. Payments can be guaranteed for 5, 10, or 20 years. The amount of each monthly payment for each \$1,000 of proceeds applied under this option is shown on the policy data pages. The monthly payments for any ages not shown will be furnished upon request.

Option 4 -- Payments of a Specified Amount

Monthly payments of a specified amount until the proceeds and interest are fully paid.

If you request a settlement option, we will prepare an agreement for you to sign, which will state the terms and conditions under which the payments will be made.

The settlement payments at the time of commencement will not be less than those that would be provided by the application of the surrender value to purchase a single premium annuity contract at purchase rates offered to the same class of annuitants by the company whether the

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annuity benefits are payable in fixed or variable amounts or a combination thereof.

Can a beneficiary request payment under a settlement option?

A beneficiary may select a settlement option only after the insured's death. However, you may provide that the beneficiary will not be permitted to change the settlement option or any other method of payment you have selected.

Are the proceeds exempt from claims of creditors?

To the extent permitted by law, no payment of proceeds or interest we make will be subject to the claims of any creditors.

Also, if you provide that the option selected cannot be changed after the insured's death, the payments will not be subject to the debts or contracts of the person receiving the payments. If garnishment or any other attachment of the payments is attempted, we will make those payments to a trustee we name. The trustee will apply those payments for the maintenance and support of the person you named to receive the payments.

What settlement option guaranteed interest rate will we pay on policy proceeds?

We will pay interest at an annual rate which will never be less than the rate required in Arkansas Code 23-81-118(c) shown on the policy data pages. On single sum death proceeds, we will pay interest from the date of the insured's death until the date of payment.

If death proceeds are not paid within 30 days from the date payment is due, interest from day 30 to the date of payment will be credited at the Settlement Option Guaranteed Interest Rate shown on the policy data pages.

Premiums

When and where do you pay your premiums?

The initial minimum premium must be paid by the time your policy is delivered. All premiums after the initial minimum premium must be mailed to us at our home office or such other place as we may direct.

Is there a minimum premium payment amount once the policy is in force?

Any premium payment after the payment of the initial minimum premium must be at least \$50.00. Premiums may be paid at any time.

What is the planned premium?

The planned premium as of the policy date or any policy change date is shown on the policy data pages. We will send you notices for the planned premium at the frequency shown on the policy data pages. You may

request to have us send you notices once a year, twice a year, or four times a year. The amount of the planned premium you have selected and the frequency you have selected will be on the notice.

Are there other methods of paying planned premiums?

With the consent of your financial institution, you may request that your planned premiums be automatically withdrawn on a monthly basis from your account at that institution and paid directly to us.

Can you change your planned premium?

You may change your planned premium by sending us a written request in good order. In such case, we will send you notices for the new planned premium. Payment of the planned premium does not guarantee that the policy will remain in force.

Are there restrictions on the payment of premiums?

Yes. We intend that this policy will qualify as a life insurance policy as defined by Section 7702 of the Code. In order to maintain such qualification, we reserve the right to increase the amount of insurance, to return any excess accumulation value, or to limit the amount of premium we will accept.

In addition, unless you have specified otherwise in writing, if the payment of a premium would cause your policy to be classified as a modified endowment contract under the Code, we will not accept your payment.

If mandated by our policies and procedures in order to comply with applicable laws, we may reject a premium. We may also be required to provide information to government regulators regarding the policy, policy owner and premium payments.

Will evidence of insurability be required upon the payment of a premium?

We reserve the right to require evidence of insurability satisfactory to us for any premium payment that would result in an immediate increase in the net amount at risk.

Is there a premium refund at the insured's death?

If the Level Death Benefit Option is in effect at the insured's death, we will pay to the beneficiary any premium amount that was paid after the insured's death.

However, if your policy contains a Waiver of Premium Agreement any premium applied after the insured's death was waived by us under that agreement, we will not refund that premium.

If the Increasing Death Benefit Option is in effect at the insured's death, we will not refund any premium paid after the insured's death.

Is there a premium refund at surrender?

No.

Allocation of Premiums

How are net premiums allocated?

Allocations must be expressed in whole percentages and must be in multiples of 1 percent of the net premium. We reserve the right to restrict the allocation of premium to the general account options.

If you choose to allocate premium to the guaranteed interest account, we will allocate an amount of the net premium, based on the percentages you have chosen in your current allocation instructions, to that account on the date the premium is received.

If you choose to allocate premium to the sub-accounts of the variable separate account, we will allocate an amount of the net premium, based on the percentages you have chosen in your current allocation instructions, to those sub-accounts on that date or the next date if the premium is received after 3:00 pm Central Time.

If you choose to allocate premium to one or more fixed indexed accounts, we will allocate an amount of the net premium, based on the percentages you have chosen in your current allocation instructions, to the interim account on the date the premium is received if the date we receive the premium is not an interim account transfer date.

On the next interim account transfer date, the value in the interim account will be transferred to the fixed indexed accounts according to the allocation instructions in effect on the date the premium was received.

If we receive your premium payment on an interim account transfer date, we will allocate an amount of the net premium, based on the percentages you have chosen in your current allocation instructions, directly to the fixed indexed accounts.

How are initial premiums allocated when your policy is issued?

We reserve the right to delay the allocation of net premiums to named sub-accounts or to the fixed indexed accounts. Such a delay will be for a period of no more than 30 days after the policy is delivered to you. If we exercise this right, net premiums will be allocated to the guaranteed interest account until the end of that period.

Can you change your allocation?

At any time you may change your allocation by sending us a written request in good order. The change will be effective once it is recorded in our home office. The change will apply to future premiums paid after the effective date.

Accounts

What accounts are available?

The accounts that are available are:

- Accounts where assets are held in the company's general account.
 - a. Guaranteed interest account
 - b. Interim account
 - c. Fixed indexed accounts
 - d. Fixed loan account
- (2) Accounts where assets are held in the variable separate account.

We reserve the right to add additional, or eliminate current, accounts where assets are held in the company's general account. We will notify you in advance of any changes in accounts.

Any accounts that are part of the general account are for accounting purposes only. They do not represent a separate account. They do not represent any division of the general account for the specific benefit of policies of this class.

Guaranteed Interest Account

What is the guaranteed interest account?

The guaranteed interest account is a part of the general account that credits interest on a daily basis on amounts held in that account.

Does the guaranteed interest account credit interest?

The guaranteed interest account credits interest at a rate at least equal to the guaranteed interest rate shown on the policy data pages. We may, at our discretion, credit interest at a higher rate. We calculate and credit interest on a daily basis.

What is the value of the guaranteed interest account?

The value in the guaranteed interest account is the sum of:

- (1) all net premiums allocated to the guaranteed interest account; plus
- (2) any credited interest; plus
- (3) transfers into the guaranteed interest account; plus
- (4) allocation of fixed loan account interest; minus
- (5) any policy loans; minus
- (6) partial surrenders; minus
- (7) transfers to other accounts; minus
- (8) charges assessed against your guaranteed interest account.

Interim Account

What is the interim account?

The interim account is a part of the general account that contains applicable net premiums and transfers from other accounts you have directed to be placed into the fixed indexed accounts. On each interim account transfer date, the value in the interim account is moved into the associated fixed indexed accounts according to your instructions.

Does the interim account credit interest?

The interim account credits interest at a rate at least equal to the guaranteed interest rate shown on the policy data pages. We may, at our discretion, credit interest at a higher rate. We calculate and credit interest on a daily basis.

What is the value of the interim account?

On any day, the value of the interim account is equal to:

- (1) the interim account value as of the prior day; plus
- (2) interest credited since the prior day; plus
- (3) the amount of any net premiums allocated to the interim account paid since the prior day; plus
- (4) any policy loan repayment on a policy that has a fixed interest rate loan, and any transfer from the fixed loan account since the prior day; minus
- (5) the amount of any charges assessed against the interim account since the prior day; minus
- (6) the amount of any transfer from the interim account since the prior day; minus
- any applicable partial surrenders since the prior day.

What is the interim account transfer date?

The interim account transfer date as of the policy date is shown on the policy data pages and will occur no more frequently than once per month. If we change the interim account transfer date, we will notify you in your annual report or in other written notice.

What happens on the interim account transfer date?

On the interim account transfer date, we will transfer all of the following value in the interim account to one or more fixed indexed accounts:

- the net premium allocated to one or more fixed indexed accounts according to your premium allocation instructions in effect on the date premium is received; and
- (2) amounts in the interim account resulting from any transfers from other accounts: and
- (3) any loan repayments you made according to the instructions you gave us at the time of the loan repayment.

Fixed Indexed Accounts

What is a fixed indexed account?

A fixed indexed account is a part of the general account that credits interest based on a change in the indices associated with that account.

What fixed indexed accounts are available?

The fixed indexed accounts available are shown on the policy data pages along with the indices that apply to each. Fixed indexed accounts are made up of segments. The fixed indexed account may only be changed by an endorsement approved by the Arkansas Commissioner of Insurance.

What if an index is discontinued or if the calculation of the index is changed substantially?

If an external index is discontinued or if the calculation of the index is changed substantially, we will substitute a comparable successor external index of our choosing.

We will send written notification to you, and any assignee of record, at the last known addresses at least 30 days in advance. That notification will inform you of your options for transferring to other accounts. If you do not give us transfer instructions prior to the date the account is discontinued, we will notify you as to which account we will transfer the value in the discontinued account.

How and when is a segment created?

A new segment is created as a result of a combination of any of the following:

- An automatic transfer to a fixed indexed account from the interim account; and/or
- (2) A transfer to a fixed indexed account made by written request; and/or
- (3) An amount retained in a fixed indexed account at the end of the segment term.

What is the value of a fixed indexed account?

The value of a fixed indexed account is equal to the sum of all the values of all the segments in the fixed indexed account. The value of a segment on any day after the segment date is equal to:

- (1) the value of the segment as of the prior day; plus
- (2) any index credits credited on the segment since the prior day; minus
- (3) the amount of any monthly charges, transfers or partial surrenders from the segment since the prior day.

How and when are the index credits calculated?

We calculate index credits separately for each segment at the end of each index credit term and we add them to the segment at that time. Index credits are not calculated or credited to a segment except at the end of an index credit term. Amounts deducted from a segment prior to the end of an index credit term will not receive any index credit.

The index credit is equal to the value of the segment as of the end of the index credit term, prior to applying any index credits, multiplied by the participation rate, and then multiplied by the segment growth rate.

What is the segment growth rate for each segment?

The segment growth rate is equal to the weighted average of the index growth rates for each external index applicable to that segment, subject to the maximum of the growth cap and the minimum of the growth floor. An index weight is a percentage assigned to each index in an indexed account. The weights for the external indices applicable to each indexed account are shown on the policy data pages.

What is the index growth rate for each external index?

The index growth rate for any external index is equal to:

- (1) the closing value of the index as of the day coinciding with the end of the index credit term,
- (2) divided by the closing value of the index as of the day coinciding with the end of the prior index credit term, (or the day preceding the segment date for the first index credit calculation done within the segment),
- (3) minus one (1).

The closing value of the index is the published value of the index as of the end of the business day. If no closing value is published for the days referred to above, we will use the closing value for the prior day for which the closing value is published.

Is there a minimum growth cap for the fixed indexed account index credit term?

Yes. The minimum growth cap that we may set for any fixed indexed account index credit term is shown on the policy data pages.

Fixed Loan Account What is the fixed loan account?

The fixed loan account contains amounts transferred from your other accounts when a fixed interest rate loan is taken.

Does the fixed loan account credit interest?

The fixed loan account credits interest at a rate at least equal to the guaranteed interest rate shown on the policy data pages. We may, at our discretion, calculate interest at a higher rate. We calculate interest and add it to the fixed loan account on a daily basis.

What is the value of the fixed loan account?

As of the initial loan transaction date, the value of the fixed loan account is equal to the value of any policy loan

on such date. After the initial loan transaction date, the value of the fixed loan account is equal to:

- the fixed loan account value as of the prior day; plus
- (2) any interest credited since the prior day; plus
- (3) any new fixed interest rate policy loan since the prior day; minus
- (4) any fixed interest rate policy loan amount repaid since the prior day; minus
- (5) any amount, other than a loan repayment, transferred to other accounts since the prior day.

Variable Separate Account

What is the variable separate account?

The variable separate account is the "Minnesota Life Individual Variable Universal Life Account". We established this variable separate account for this class of policies and other classes of policies under Minnesota law. The variable separate account is composed of several sub-accounts. We own the assets of the variable separate account. However, those assets are not chargeable with the liabilities arising out of any other business we may conduct.

How was the variable separate account established?

We established the variable separate account under Minnesota Law. It is registered as a unit investment trust under the 1940 Act.

What is the purpose of the variable separate account?

The variable separate account supports the operation of the policy (except policy loans and settlement options) and others of its class. Assets of the variable separate account also support other variable life insurance policies we offer through the variable separate account.

Are sub-accounts available under the variable separate account?

The variable separate account is divided into sub-accounts. We allocate net premiums to one or more of the sub-accounts you have chosen. We reserve the right to add, combine or remove any sub-account of the variable separate account and to transfer the assets of one or more sub-accounts to any other sub-account. We also reserve the right to make the sub-accounts available under other classes of policies as we deem appropriate.

What are the investments of the variable separate account?

Each sub-account invests exclusively in the shares of a corresponding fund. Shares are purchased for the variable separate account at the net asset value of the applicable fund. If investment in a fund is no longer possible or if we determine it inappropriate for policies of this class, we may substitute another fund.

Substitution may be with respect to existing policy values. The investment policy of the variable separate account may not be changed, however, without the approval of the regulatory authorities of the state of Minnesota. If required, we will file for approval with the regulatory authorities of the state in which this policy is issued.

We reserve the right to provide to a fund, information about owners and their trading activities involving the fund's portfolio(s) that we deem necessary to (1) deter fraud or violations of our operating rules or the operating rules of the fund and (2) as required to comply with applicable state or federal law.

What changes may we make to the variable separate account?

We reserve the right, when permitted by law, to transfer assets of the variable separate account which we determine to be associated with the class of policies to which this policy belongs, to another variable separate account. If such a transfer is made, the term "variable separate account" as used in this policy shall then mean the variable separate account to which the assets are transferred. A transfer of this kind may require the advance approval of state regulatory authorities.

We reserve the right, when permitted by law, to:

- de-register the variable separate account under the 1940 Act;
- (2) restrict or eliminate any voting right of policy owners or other persons who have voting rights as to the variable separate acount;
- (3) combine the variable separate account with one or more other variable separate accounts:
- (4) operate the variable separate account or a subaccount as either a unit investment trust or a management company under the 1940 Act or in any other form allowed by law;
- (5) terminate and/or liquidate the variable separate account;
- (6) make any changes to the variable separate account to conform with, or required by any change in, federal tax law, the 1940 Act and regulations promulgated thereunder, or any applicable federal or state laws.

How are units determined?

With each net premium payment allocated to a subaccount, we divide that payment by the then current unit value for the sub-account, to determine the number of units to credit to the sub-account. The then current unit value is the value at the end of the valuation date on which we receive your premium. Once determined, the number of units will not be affected by changes in the unit value.

How are units increased or decreased?

The number of units in each sub-account will be increased by the allocation of subsequent net premiums,

fixed interest rate loan repayments, transfers to that subaccount, and allocations of fixed loan account interest. The number of units will be decreased by policy charges to the sub-account, fixed interest rate policy loans, transfers and partial surrenders from that sub-account. The number of sub-account units will decrease to zero if a policy is surrendered or terminated.

How is a unit valued?

The value of a unit for each sub-account was originally set at \$1.00 on the first valuation date. The unit value increases or decreases on each valuation date. For any valuation date, the unit value is equal to its value on the preceding valuation date multiplied by the net investment factor for that sub-account for the valuation period ending on the subsequent valuation date. The assets of the variable separate account shall be valued on each valuation date.

What is the net investment factor for each subaccount?

The net investment factor is a measure of the net investment experience of a sub-account.

The net investment factor for a valuation period is the gross investment rate for such valuation period, plus any unit value credit under this policy. We determine periodically whether unit value credits apply. Unit value credits are not guaranteed.

The gross investment rate is equal to:

- the net asset value per share of a fund share held in the sub-account of the variable separate account determined at the end of the current valuation period; plus
- (2) the per-share amount of any dividend or capital gain distributions by the fund if the "ex-dividend" date occurs during the current valuation period; divided by
- (3) the net asset value per share of that fund share held in the sub-account determined at the end of the preceding valuation period.

What is the value of your investment in the variable separate account accumulation value?

The value of your investment in the variable separate account is the sum of the units of each sub-account multiplied by the unit value for that sub-account.

The value of your investment in the variable separate account is not guaranteed.

Accumulation Value

What is the accumulation value?

The accumulation value is equal to the sum of the values in the guaranteed interest account, fixed indexed accounts, fixed loan account, variable separate account

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and interim account in which you are invested, each of which is valued separately.

Is there a minimum value applicable on any account?

If your policy terminates, is surrendered or the death benefit is paid, we will calculate a minimum value on each fixed indexed account. The minimum value at death, surrender, or termination for each fixed indexed account is calculated using the guaranteed interest rate shown on the policy data pages. The interest amount is calculated and credited daily.

Requested Transfers

What is a requested transfer?

A requested transfer is a reallocation of all or a portion of the value in your accounts to another account or accounts. Transfers must be requested in writing and are subject to the conditions and limitations on transfers.

Which accounts are available for requested transfers?

You can transfer the value in your accounts into, or out of, the following accounts:

- (1) guaranteed interest account;
- (2) fixed indexed accounts;
- (3) any sub-acount of the variable separate account

Are there limitations on transfers?

The maximum value to be transferred must be at least \$250. If the value in an account or sub-account is less than \$250, we reserve the right to include that remaining account or sub-account value in the amount transferred.

We reserve the right to restrict the dollar amount of any transfer to or from the guaranteed interest account and fixed indexed accounts. In addition, transfers to or from the guaranteed interest account and fixed indexed accounts may be limited to one such transfer per policy year.

You may give us instructions in writing for a series of systematic transfers. However, systematic transfers from the fixed indexed accounts are not allowed.

Are there additional restrictions on transfers of values of the variable separate account?

Short-term and excessive trading (sometimes referred to as "market timing") by an owner may have a detrimental effect on assets in the sub-account, the share prices of the corresponding funds, and the rights of other owners. Therefore, to deter short term and excessive trading, we reserve the right to limit the amount and frequency of transfers to the sub-accounts and to refuse to process transfers. Such restrictions may also be applied in any other manner reasonably designed to prevent any use of the transfer right which we consider to be to the disadvantage of other owners.

The funds may restrict the amounts or frequency of transfers to or from the sub-account of the variable separate account in order to protect fund shareholders.

In addition, certain funds in which the sub-accounts invest may impose redemption fees. Any fund redemption fees that you are charged are paid to and retained by the fund, and not us or the variable separate account.

There may be a delay in completing a transfer if the transfer involves a purchase of shares from a fund that requires the receipt of federal funds before accepting a purchase order, or redemption of shares from a fund that delays the payment of proceeds.

How will we determine the value of your accounts upon receipt of a transfer request?

Transfers out of the variable separate account or among the sub-accounts of the variable separate account will be made on the basis of sub-account unit values as of the end of the valuation date on which we receive your written request in good order at our home office.

The value of the transfers out of the guaranteed interest account will be determined as of the date on which we receive your written request in good order at our home office.

The amount to be transferred out of each segment of the fixed indexed account will be determined as of the end of the segment term. The amount of any transfer out of the interim account will be determined as of the date on which we receive your written request in good order at our home office.

Transfers will be effective after we approve and record them at our home office.

Are there additional restrictions on transfers of values from the fixed indexed accounts?

Requests to transfer values of any fixed indexed accounts may be made in writing at any time. Transfers from any fixed indexed account will always affect all segments within that fixed indexed account.

Any request to transfer value from a fixed indexed account, including transfers to another fixed indexed account, must specify the amount to be transferred as a whole percentage of value in the fixed indexed account. Transfers of values from each segment in the fixed indexed account and from any corresponding interim account will be based upon such specified percentage. Any transfer of value from an interim account will occur on the date we receive the transfer request in good order at our home office. However, transfers of value from fixed indexed account segments, including transfers to another fixed indexed account, will only occur at the end of the segment term for each applicable segment.

When such transfers are made, we will process the transactions in this order:

- (1) first we credit any interest and index credits,
- (2) then make transfers, and
- (3) then assess charges, if any.

How do we process transfers to a fixed indexed account from accounts other than a fixed indexed account?

Transfers into any fixed indexed account from anything other than a fixed indexed account may be done any time subject to the limitations we have established on a transferred account.

If we receive a written request in good order to transfer value to a fixed indexed account on a date other than an interim account transfer date, we will transfer value to the interim account on the date your request is received in good order. On the next interim account transfer date, the value in the interim account will be transferred to the fixed indexed account. If we receive a written request in good order to transfer value to a fixed indexed account on an interim account transfer date, we will transfer the value directly to the fixed indexed account.

Basis of Values

What is the basis for the calculations of the nonforfeiture values?

We use the guaranteed interest rate shown on the policy data pages and the 2001 Commissioners Standard Ordinary Composite, Ultimate, Age Nearest Birthday, Sex-Distinct Mortality Tables. However, if the policy was issued as unisex, we use a corresponding unisex mortality table, the 2001 Commissioners Standard Ordinary Composite, Ultimate, Age Nearest Birthday, Table B (80% male, 20% female) Mortality Tables. The gender on the policy data pages describes whether the policy was issued as sex-distinct or unisex.

Do the values in this policy conform to the minimums required by law?

Yes. All nonforfeiture values for this policy will be at least equal to the minimum values required by the state in which this policy was delivered. A detailed statement showing how those values are determined has been filed with the insurance department in states that require such filing. Accumulation values and any paid-up nonforfeiture benefits available under the policy are not less than the minimum values and benefits required by, or pursuant to, the NAIC Universal Life Insurance Regulation, Model #585.

Policy Changes

What policy changes can be made under this policy?

After the first policy anniversary and while this policy is still in force, you may ask us to make any of the following policy changes:

- (1) increase or decease the face amount;
- (2) change the death benefit option;
- (3) take a partial surrender;
- (4) change your risk class.

You may request a policy change by completing a policy change application.

Will evidence of insurability be required?

Any change in your risk class or any increase in the net amount at risk resulting from a policy change will require evidence of insurability satisfactory to us.

When will a policy change be effective?

A policy change will become effective only:

- on the first monthly policy anniversary on or following the date we approve and record it at our home office; and
- (2) while the health of the insured remains as stated in the application for this change.

When we approve your written request in good order for a change, we will mail you at your last known address, new policy data pages with a copy of your change application attached to them.

May the death benefit option be changed?

You may apply to have the death benefit option changed. We must approve any request to change the death benefit option. The change will take effect on the first monthly policy anniversary on or following the date we approve your request.

After a change in the death benefit option, the death benefit amount will remain the same as before the death benefit option changed.

Can you change the face amount of your policy?

You may request a change to your policy's face amount. This request must be made within the lifetime of the insured. The minimum change must be at least \$5,000 except for face amount changes which are the result of a partial surrender of the policy.

How may the face amount be increased?

You must submit an application to increase your policy's face amount. The application must include evidence of insurability satisfactory to us. The effective date of the increase in face amount will be the first monthly policy anniversary on or following the date all requirements are

met. Upon approval of any face amount increase, we will send you new policy data pages.

How may the face amount be decreased?

You must send us a written request to decrease the face amount of your policy if there are one or more coverage layers eligible for a decrease shown on the policy data pages. A coverage layer is eligible for a decrease if it has been in force for at least one year. The effective date of the decrease in face amount will be the first monthly policy anniversary on or following the date we receive the written request in good order and have approved it. Upon approval of any face amount decrease, we will send you new policy data pages.

How are coverage layers affected by a decrease in face amount?

If there have been prior increases in face amount, any coverage layers that are eligible for decrease will be decreased in the following order:

- (1) first, the most recent increase;
- (2) next, other increases in face amount, in the reverse order in which they were added; and
- (3) finally, the original face amount.

Are there restrictions on face amount decreases based on the Code?

If a requested face amount decrease would cause your policy to be disqualified as life insurance under the Code, we will not accept your request. In addition, unless you have specified otherwise in writing, if a requested face amount decrease would cause your policy to be classified as a modified endowment contract under the Code, we will not accept your request.

Policy Charges

What types of charges are there under this policy?

Charges under this policy are those which we assess against your premiums and your accumulation value.

What charges are assessed against premiums?

Against each premium, we assess a premium charge not to exceed the percent shown on the policy data pages. We assess this charge to compensate us for distribution and administrative expenses and certain premium taxes associated with our issuance of the policy.

What charges are assessed against your accumulation value?

Against your accumulation value, we assess:

(1) Monthly Policy Charge. This charge will not exceed the amount shown on the policy data pages. This charge is to cover certain administrative expenses, including those

- attributable to the records we create and maintain for your policy.
- (2) Policy Issue Charge. This charge is shown in the schedule on the policy data pages and applies for the period shown on the policy data pages following issue and face amount increases. This charge is to recover the expense of issuing, underwriting and distributing the policy.
- (3) Cost of Insurance Charge. This charge for each coverage layer is calculated by multiplying the net amount at risk for that coverage layer by a rate which varies with the insured's age, gender and risk class. The maximum cost of insurance rates for the initial coverage layer are shown on the policy data pages. The maximum cost of insurance rates for any subsequent coverage layer are shown on the new policy data pages sent at the time of the increase. This charge compensates us for providing the death benefit under this policy.
- (4) Mortality and Expense Risk Charge. This charge will not exceed the maximum rate shown on the policy data pages multiplied by the accumulation value. This charge is for assuming the risks that the cost of insurance charge will be insufficient to cover actual mortality experience and that the other policy charges will not cover our expenses in connection with the policy.
- (5) Indexed Account Charge. This charge will not exceed the maximum rate shown on the policy data pages multiplied by the value in the fixed indexed accounts. This charge is to help cover administrative and other expenses associated with the fixed indexed accounts of the policy.
- (6) Cash Extra Charge. This charge compensates us for providing the death benefit when certain mortality risks exceed the standard and is shown on the policy data pages.
- (7) Transaction Charges:
 - a. A Policy Change Transaction Charge is charged at every policy change except for partial surrenders. This charge is for expenses associated with processing a policy change. The charge will not exceed the amount shown on the policy data pages.
 - A Partial Surrender Transaction Charge is charged for expenses associated with processing a partial surrender. The Partial Surrender Transaction Charge is shown on the policy data pages.
 - c. A Transfer Transaction Charge is charged at each requested transfer of accumulation value. This charge is for expenses associated with processing a requested transfer. The charge will not exceed the amount shown on the policy data pages.
- (8) Surrender Charge. This charge is shown in the schedule on the policy data pages and applies for the period shown on the policy data pages

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- following issue and face amount increases. This charge is to compensate us for expenses on the policy which have not yet been recovered through other policy charges.
- (9) Additional Agreements Charge. If any agreements are attached to this policy, there may be a charge for any such agreement shown on the policy data pages.

Which of the policy charges are subject to adjustment?

All of the policy charges are subject to adjustment, but the policy charges will never exceed the maximum amounts shown on the policy data pages.

If any policy charge is adjusted, any such adjustment will be based on future estimated or emerging experience as well as profit considerations. Those experience factors that could cause a change in the policy charges are interest, mortality, persistency, taxes, and expenses.

When are charges assessed against your accumulation value?

The Monthly Policy Charge, Policy Issue Charge, Cost of Insurance Charge, Mortality and Expense Risk Charge, Indexed Account Charge, Cash Extra Charge, and Charges for Additional Agreements are assessed in advance on the policy date and at every monthly policy anniversary.

A Transaction Charge is assessed against your accumulation value when the transaction occurs.

A Surrender Charge is assessed against your accumulation value when the policy is surrendered or terminates.

How will policy charges against accumulation value be taken from your various accounts?

You may instruct us as to which accounts and in which proportions the policy charges will be taken. However, an instruction to take policy charges from a fixed indexed account will apply on a pro-rata basis based on the value in each segment of the fixed indexed account.

In the absence of any instructions, the policy charges will be taken from your accounts in the following order:

- All policy charges will be taken first from the value in the guaranteed interest account.
- (2) If the policy charges exceed the value in the guaranteed interest account, the remaining policy charges will be taken from the value in the variable separate account on a pro-rata basis based on the value in each sub-account.
- (3) If the policy charges exceed the value in the guaranteed interest and variable separate accounts, the remaining policy charges will be taken from the value in the interim account.

(4) If the policy charges exceed the value in the guaranteed interest, variable separate account and the interim accounts, the remaining policy charges will be taken from the value in the fixed indexed accounts on a pro-rata basis based on the value in each segment.

Grace Period

What if there is insufficient accumulation value to cover the monthly charges?

If the accumulation value less the sum of the policy loan and any unpaid policy loan interest is insufficient to cover the monthly charges on any monthly policy anniversary, a 61-day grace period begins. Your policy will remain in force during the grace period. You may pay premiums during this grace period to cover the insufficiency and continue your policy in force beyond the grace period. At least 31 days prior to the end of the grace period, we will send you, and any assignee of record, at the last known addresses, a written notice indicating the due date and the payment required to keep your policy in force.

What is the payment required to keep the policy in force?

The payment required to keep your policy in force after the grace period commences is equal to three times the sum of all the monthly charges that were due at the beginning of the grace period, plus the premium charge that would apply.

What happens if this payment is not made within the grace period?

If the payment is not made by the end of the grace period, your policy will terminate.

What happens if the insured dies during the grace period?

If the insured dies during the grace period, the death proceeds will be paid to the beneficiary.

Reinstatement

Can you reinstate your policy after it has terminated?

Yes. At any time within three years from the date of policy termination, you may ask us to restore your policy to an in force status, unless the policy has terminated due to a full policy surrender. We will require:

- your written request in good order to reinstate this policy;
- (2) that you submit to us at our home office during the insured's lifetime evidence satisfactory to us of the insured's insurability so that we may have time to act on the evidence during the insured's lifetime.
- (3) a payment sufficient to cover all monthly charges, policy loan interest due and unpaid during the

12-665 03

- grace period, and any proceeds paid at termination; and
- (4) a premium sufficient to keep the policy in force for three (3) months after the date of the reinstatement.

What is the effective date of the reinstatement?

The effective date of the reinstated policy will be the first monthly policy anniversary on or following the date we approve your request to reinstate.

What are the surrender and policy issue charges at the reinstatement date?

The surrender charge and policy issue charge schedules that were in place at the end of the grace period will be effective at the reinstatement date.

We will send you new policy data pages when your policy is reinstated.

Policy Loans

Can you borrow money on your policy?

You may borrow up to the maximum loan amount. This amount is determined as of the date we receive your written request in good order for a loan. We will require your written request for a policy loan. The policy will be the only security required for your loan.

We have the right to postpone your loan for up to six months when the policy loan is to come from the value of your accounts that are part of the general account. We cannot do so if the loan is to be used to pay premiums on any policies you have with us.

What type of policy loans are available?

You may choose between a fixed interest rate loan and a variable interest rate loan. If you are switching from a fixed interest rate loan to variable interest rate loan type, you must have sufficient value in the fixed indexed accounts. If you want to change the type of loan and a policy loan exists, your existing loan balance plus any accrued loan interest will be transferred to the other loan type.

When is policy loan interest due and payable?

Interest accrues daily and will be charged on the loan in arrears. Policy loan interest is due on a policy loan transaction, on each policy anniversary, on surrender or termination of the policy and on the date of the death of the insured. If you do not pay the interest on your loan in cash, your policy loan will be increased by an additional policy loan in the amount of the unpaid interest. It will then be charged the same rate of interest as your loan.

How and when can you repay your loan?

If your policy is in force, your loan can be repaid in part or in full at any time before the insured's death. Your loan may also be repaid within 60 days after the date of the

insured's death if we have not paid any of the benefits under this policy.

What happens if you do not repay your loan?

Your policy will remain in force so long as the accumulation value less the sum of the policy loan and any unpaid policy loan interest is sufficient to cover the monthly charges. Otherwise, your policy will terminate.

To prevent your policy from terminating, you will have to make a loan repayment. We will notify you 61 days in advance of our intent to terminate the policy and the loan repayment required to keep it in force. The time for repayment will be within 61 days after our mailing of the notice.

What happens to unallocated money we receive?

Unless money we receive is designated by you as a repayment of loan or loan interest, we will automatically apply it as premium for your policy.

FIXED INTEREST RATE LOAN

What is a fixed interest rate loan?

A fixed interest rate loan is a loan where the interest rate we charge does not vary for the duration of the loan.

The fixed interest rate is shown on the policy data pages.

What is the maximum amount available for a fixed interest rate loan?

The maximum amount available for a fixed interest rate loan under your policy is the accumulation value less the surrender charge less three (3) months of monthly charges. This amount will be determined as of the date we receive your request for a loan in good order at our home office.

How will the accumulation value be affected when you take a fixed interest rate loan?

We will take the amount of the loan from your accounts other than the fixed loan account and transfer those values to the fixed loan account.

You may instruct us as to which accounts and in which proportions a fixed interest rate policy loan will be taken. However, an instruction to take a fixed interest rate policy loan from a fixed indexed account will apply on a pro-rata basis based on the value in each segment of the fixed indexed account.

In the absence of any instructions, the fixed interest rate loan amount will be taken from your accounts in the following order:

 All fixed interest rate loan amounts will be taken first from the value in the guaranteed interest account.

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- (2) If the fixed interest rate loan amount exceeds the value in the guaranteed interest account, the remaining fixed interest rate loan amount will be taken from the value in the variable separate account on a pro-rata basis based on the value in each sub-account.
- (3) If the fixed interest rate loan amount exceeds the value in the guaranteed interest account and variable separate accounts, the remaining fixed interest rate loan amount will be taken from the value in the interim account.
- (4) If the fixed interest rate loan amount exceeds the value in the guaranteed interest, variable separate account and the interim accounts, the remaining fixed interest rate loan amount will be taken from the value in the fixed indexed accounts on a pro-rata basis based on the value in each segment.

Is the interest credited in the fixed loan account transferred to other accounts?

Yes. At every policy loan transaction and policy anniversary, the interest credited to the fixed loan account since the last policy loan transaction or the last policy anniversary is allocated to your other accounts on a prorata basis.

What happens when you repay a fixed interest rate policy loan?

When you repay a fixed interest rate policy loan, the policy loan is reduced by the amount of the loan repayment.

You may instruct us as to which accounts and in which proportions the fixed loan repayment will be allocated.

In the absence of any instructions, the fixed interest rate loan repayment will be allocated to all your accounts other than the fixed loan account on a pro-rata basis based on the value in each of the accounts.

We reserve the right to restrict the amount of any fixed interest rate loan repayment allocated to the guaranteed interest account or to the fixed indexed accounts.

VARIABLE INTEREST RATE LOAN

What is a variable interest rate loan?

A variable interest rate loan is a loan where the loan interest rate can change annually throughout the duration of the loan.

The variable interest rate loan in effect on the policy date is shown on the policy data pages. If that rate changes, we will notify you in the annual report or other written notice.

The variable interest rate will be equal to the greater of:

- (1) the published monthly average (Moody's Corporate Bond Yield Average - Monthly Average Corporates) as published by Moody's Investors Service, Inc. or its successor for the calendar month ending two months prior to the date the rate is determined, and
- (2) the guaranteed interest rate for the guaranteed interest account shown on the policy data pages, plus one (1) percent per annum.

However, the variable loan interest rate will not exceed the current crediting rate on the Guaranteed Interest Account, plus the Variable Loan Interest Rate Factor shown on the policy data pages.

The Insurance Commissioner in the state in which the application for your policy was signed will substitute a substantially similar average if the published monthly average is no longer published.

How does the interest rate on a variable interest rate loan change?

We may change the interest rate once a year on your policy anniversary. We will notify you prior to your anniversary of any changes for the coming year. The rate charged may be increased whenever such increase would increase the rate by one-half percent or more per annum. The rate charged must be decreased whenever such decrease would decrease that rate by one-half percent or more per annum. Any change in the loan interest rate will apply to any new policy loans or policy loans existing on your policy anniversary.

What is the maximum amount available for variable interest rate loans?

The maximum amount available for all variable interest rate loans under your policy is the value in the fixed indexed accounts, including the value in the interim account, less the surrender charge less three (3) months of monthly charges. This amount will be determined as of the date we receive your request for a loan in good order at our home office.

How will the accumulation value be affected when you take a variable interest rate loan?

The accumulation value is unaffected when you take a variable interest rate loan.

What happens when you repay a variable interest rate loan?

When you repay a variable interest rate loan, that loan is reduced by the amount of the loan repayment.

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What happens if the variable interest rate loan exceeds the value in the fixed indexed accounts including the interim account?

If the variable interest rate loan plus any accrued loan interest exceeds the value in the fixed indexed accounts, including the interim account, we will automatically transfer any existing loan balance plus accrued loan interest from the variable interest rate loan to a fixed interest rate loan. You may convert back to a variable interest rate loan by a method that is agreeable to you and us.

We will make this determination at every policy loan transaction, at each policy change and at each monthly policy anniversary.

Surrender

May the policy be surrendered?

You may request to surrender your policy at any time while the insured is living. If you request a full surrender, your policy will terminate.

Is there a surrender charge?

The surrender charge is shown on the policy data pages of this policy.

What is the surrender value of your policy?

The surrender value is the accumulation value less any unpaid policy charges which we assess against accumulation value, less any policy loan, any unpaid policy loan interest, and less the surrender charge.

We determine the surrender value as of the end of the valuation date on which we receive your written surrender request in good order.

How do you surrender your policy?

Send your policy and a written request in good order for surrender to us at our home office. We will send your surrender proceeds to you in a single sum unless you request otherwise.

Is a partial surrender permitted?

You may make a partial surrender of your surrender value any time after the first policy year. The amount of a partial surrender must be \$500 or more.

With the Level Option a partial surrender will cause a decrease in the face amount equal to the amount surrendered.

What is the maximum partial surrender permitted?

The maximum amount of partial surrender permitted at any time is the accumulation value minus:

- (1) any policy loan and accrued loan interest,
- (2) the surrender charge
- (3) three (3) months of monthly charges.

Is there a charge for a partial surrender?

For a partial surrender, we charge a Partial Surrender Transaction Charge which is shown on the policy data pages.

May you direct us as to how partial surrenders will be taken from the accumulation value?

You may instruct us as to which accounts and in which proportions a partial surrender will be taken. However, any instruction to take a partial surrender from a fixed indexed account will apply on a pro-rata basis based on the value in each segment of the fixed indexed account.

In the absence of any instructions, the partial surrenders will be taken from your accounts in the following order:

- All partial surrenders will be taken first from the value in the guaranteed interest account.
- (2) If the partial surrender exceeds the value in the guaranteed interest account, the remaining amount of the partial surrender will be taken from the value in the variable separate account on a pro-rata basis based on the value in each subaccount.
- (3) If the amount of the partial surrender exceeds the value in the guaranteed interest and variable separate account, the remaining amount of the partial surrender will be taken from the value in the interim account.
- (4) If the amount of the partial surrender exceeds the value in the guaranteed interest, variable separate account and interim accounts, the remaining partial surrender will be taken from the value in the fixed indexed accounts on a pro-rata basis based on the amount in each segment.

Are there restrictions on the amount of the partial surrender?

Yes. If a requested partial surrender would cause your policy to be disqualified as life insurance under the Code, we will not accept your request. In addition, unless you have specified otherwise in writing, if a requested partial surrender would cause your policy to be classified as a modified endowment contract under the Code, we will not accept your request.

May policy payments be deferred?

We reserve the right to defer surrender and partial surrender payments for up to six months from the date of your written request, if surrender and partial surrender payments are based upon accumulation values that do not depend on the investment performance of the variable separate account. In that case, if we postpone our payment for more than 31 days, we will pay you interest at the guaranteed interest rate shown on the policy data pages for the period during which payment is postponed.

In addition, we reserve the right to defer surrender and partial surrender payments, transfers, loans and the payment of death benefit proceeds for the following: (a)

for any period during which the New York Stock Exchange is closed for trading (except for normal holiday closing); (b) when the Securities and Exchange Commission has determined that a state of emergency exists which may make such payment impractical, or (c) the Securities and Exchange Commission, by order, permits deferral for the protection of owners.

If mandated under applicable law, we may block an owner's policy or restrict policy transactions and thereby refuse to pay any request for transfer, surrender, partial surrender, loans or death benefit proceeds until instructions are received from the appropriate regulator. We may provide additional information about the owner, the policy, and the policy's accounts to government regulators.

Additional Information

Can you assign your policy?

You may assign this policy by forwarding to us a written request in good order in advance of such assignment. We reserve the right, except to the extent prohibited by applicable state law or regulation or by the action of the appropriate state regulatory authority or any agency or officer performing like functions of the applicable state, to require that assignment will be effective only upon our acceptance, and to refuse assignments at any time on a non-discriminatory basis. After we approve the assignment and unless we specify otherwise, the assignment will take effect on the date the owner signed the notice.

We assume no responsibility for the validity or effect of any assignment of this policy or of any interest in it. Any proceeds which become payable to the assignee will be payable in a single sum. Any payment made or actions taken by the company prior to receipt of this notice will remain in effect. Any claim made by an assignee will be subject to proof of the assignee's interest and the extent of that interest.

What if the insured's age or gender is misstated?

If the insured's age or gender has been misstated, we will adjust the death proceeds detailed on page 2 based on what the last monthly charges would have purchased at the correct age and gender. No other adjustment will be made.

What are the administrative requirements for processing transactions?

We will process requested transactions, payments and changes under this policy only after we have received at our home office all requirements in good order according to our then current procedures. These requirements, which may change from time to time, may include proper completion of forms, valid instructions, and authorizations, or other administrative or evidentiary requirements.

We reserve the right to require you or other persons providing a signature, in connection with a disbursement of any amounts under the policy or a change in beneficial

rights under the policy, to provide a signature guarantee to protect against fraud.

When does your policy become incontestable?

After this policy has been in force during the insured's lifetime for two years from the policy date, we cannot contest this policy, except for the nonpayment of premiums or for fraud where permitted by the laws of the state where this policy was issued.

However, if there has been a policy change or reinstatement for which we required evidence of insurability, that policy change or reinstatement will be contestable for two years during the lifetime of the insured, from the effective date of the policy change or reinstatement.

Is there a suicide exclusion?

If the insured, whether sane or insane, dies by suicide within two years of the policy date, our liability will be limited to an amount equal to the premiums paid for this policy less any policy loan, unpaid loan interest, and partial surrenders.

If there has been a policy change for which we required evidence of insurability, and if the insured dies by suicide within two years from the effective date of the policy change, our liability with respect to the policy change will be limited to an amount equal to the portion of the monthly charges associated with that policy change .

ML PREMIER VARIABLE UNIVERSAL LIFE POLICY

Flexible Premium Variable Universal Life Insurance with Index-Linked Features

Face Amount and Premium may be adjusted by the owner.

Policy may terminate before death of the insured even if planned premiums are paid

Nonparticipating

Minnesota Life Insurance Company, a stock company, is a subsidiary of Minnesota Mutual Companies, Inc., a mutual holding company. You are a member of the Minnesota Mutual Companies, Inc., which holds its annual meetings on the first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

MINNESOTA LIFE

Waiver of Charges Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions.

What does this agreement provide?

This agreement provides for the waiver of all policy charges assessed against the accumulation value on a monthly basis if the insured becomes totally and permanently disabled. To qualify, you must give us timely notice and evidence satisfactory to us that the insured's total disability:

- commenced while this policy and agreement were in force, and
- (2) commenced after the policy anniversary nearest the insured's age 18 but before the policy anniversary nearest the insured's age 60, and
- (3) was continuous for six months or more.

What is "total" disability?

Total disability is a disability resulting from an accidental injury or a disease that requires the care of a licensed physician and continuously prevents the insured from engaging in an occupation. During the first 24 months of total disability "occupation" means the insured's regular occupation. After 24 months it means any occupation for which the insured is reasonably fitted by education, training or experience.

Also, the insured's total and irrecoverable loss of:

- (1) the sight of both eyes, or
- (2) the use of both hands, or
- (3) the use of both feet, or
- (4) the use of one hand and one foot, or
- (5) hearing or speech,

will be considered total disability even if the insured engages in an occupation.

What is "permanent" disability?

Total disability will be considered permanent only after it has existed continuously for at least six months.

What charges will be waived?

After we approve the claim, we will waive all policy charges assessed against the accumulation value on a monthly basis.

How long will we waive charges?

As long as the insured remains disabled, we will waive charges on a monthly basis to the insured's age 121.

What happens when we waive charges?

After we approve your claim, we will waive all policy charges assessed against the accumulation value on a monthly basis from that date until the date the insured recovers.

Our waiver of the monthly charges will not guarantee that the policy will remain inforce. If the policy accumulation value is insufficient to cover the policy loan interest, you will be required to make a loan repayment on any outstanding policy loan during the insured's disability in order to keep the policy inforce.

While we are waiving charges during the insured's disability, we will not permit any policy changes.

What if the insured recovers from the disability?

We will no longer waive any charges on this policy due after the insured recovers and will resume sending notices for the planned premium.

Are there any limitations?

We will not waive any charges if the insured's total disability results directly from an act of war while the insured is serving in the military, naval or air forces of any country at war, declared or undeclared.

If our waiving all policy charges assessed against the accumulation value on a monthly basis would cause your policy to be classified as a modified endowment contract under the Code, or to be disqualified as life insurance under Section 7702 of the Code, we will limit the amount of charges we waive to avoid those results.

When must we be notified?

We must receive written notice of the insured's total disability at our home office while the insured is living and totally disabled, and not later than one year after the termination of this agreement, and within one year after onset of disability.

However, the failure to give this notice within the time provided will not invalidate the claim if it is shown that notice was given as soon as reasonably possible.

What proof will be required?

You must furnish proof satisfactory to us that the insured is totally and permanently disabled as defined in this agreement before we will waive charges. We will from time to time also require additional proof satisfactory to us that the insured continues to be totally and permanently disabled. We may also require the insured to submit to one or more physical examinations at our expense. However, we will not require a physical examination more frequently than once a year if the total disability has continued for two years.

What is the cost?

The monthly charge for this agreement is shown on the policy data pages.

When is this agreement incontestable?

This agreement is subject to the incontestability provision in this policy. However, the contestable period for this agreement will be measured from the effective date of this agreement.

When will this agreement terminate?

This agreement will terminate on:

[Demir E. Toluphy

- the date this policy is surrendered or terminated; or
- (2) the date we receive your written request to cancel this agreement; or
- (3) the policy anniversary nearest the insured's 60th birthday.

This agreement is effective as of the original policy date of this policy unless a different effective date is shown on the policy data pages.

Secretary

President]

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Accelerated Death Benefit Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the policy date shown on the policy data pages.

The receipt of any accelerated death benefit may be taxable to you. You should seek assistance from your personal tax advisor.

What does this agreement provide?

This agreement provides for the payment of an accelerated benefit if the insured has a terminal condition, as described below.

The accelerated benefit will be paid as a lien against the policy death benefit. At the death of the insured, the death benefit, not the accumulation value, will be reduced by the entire amount of the lien.

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of 12 months or less.

What evidence do we require of the insured's terminal condition?

We must be given evidence that satisfies us that, because of sickness or accident, the insured's life expectancy is 12 months or less. That evidence must include certification by a licensed physician.

A licensed physician is an individual licensed to practice medicine or treat illness in the state in which treatment is received. This does not include you, the insured, or a member of your or the insured's immediate family. Immediate family is the insured's or your spouse, legal partner, child, parent, grandparent, grandchild, brothers and sisters and their spouses or legal partners.

Do we have the right to obtain independent medical verification?

Yes. We retain the right to obtain a second or a third medical opinion, at our expense, to verify the insured's medical condition. The second medical opinion may include a physical examination by a physician designated by the company. In the case of conflicting opinions, eligibility for benefits shall be determined by a third medical opinion that is provided by a physician that is mutually acceptable to the insured and the company.

What are the conditions for the payment of an accelerated benefit?

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

(1) your policy must be in force;

- (2) you must apply in writing and in a form satisfactory to us;
- (3) if the policy is assigned or has an irrevocable beneficiary, that assignee or beneficiary must sign a consent to the payment of an accelerated benefit.

Is there a minimum or maximum amount for an accelerated benefit?

Yes. The minimum accelerated benefit is \$10,000. The maximum accelerated benefit is the lesser of \$1,000,000 or 75% of the death benefit.

In addition, the maximum accelerated benefit is reduced by the amount of any irrevocable settlement option you have elected under the terms of the policy or any agreement.

How will we pay the accelerated benefit?

We will pay the accelerated benefit in one lump sum.

When will the accelerated benefit be paid?

Payment will be made upon our receipt of satisfactory proof of eligibility. If a payment is not made within 30 days of our receipt of satisfactory proof, we will pay interest on the amount of the payment from the 31st day until the date of payment. Interest will be at the rate stated in the policy Payment of Proceeds provision.

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to you or your estate unless you validly assign them.

If the insured dies after you elect to receive accelerated death benefits but before any such benefits have been paid, your election will be cancelled and the death benefit paid as stated in the policy provisions.

How is your policy affected when you receive an accelerated benefit?

The accelerated benefit plus any accrued interest will be considered a lien of a portion of the death benefit.

If the accelerated benefit, plus interest exceeds the loan value of your policy, you will not be able to surrender the policy or receive any further policy loans.

At the death of the insured, the entire amount of the lien and interest will reduce the death benefit. Any remaining death benefit proceeds will be paid to the beneficiary of your policy.

How will you know the effect of the acceleration on your policy?

At the time of your election to receive an accelerated benefit, we will provide to you, and any irrevocable beneficiary, a statement demonstrating the effect of the acceleration on your policy death benefit, accumulation value, premium and policy loans.

Can you repay an accelerated benefit?

Yes. The accelerated benefit may be repaid in full or in part at any time.

Is the request for an accelerated benefit voluntary?

Yes. An accelerated benefit is not intended to cause you to reduce involuntarily the death proceeds ultimately payable to the named beneficiary. An accelerated benefit will be made available to you on a voluntary basis only.

If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise. you are not eligible for this benefit. If you are required by a government agency to use this option to apply for, obtain, or keep a government benefit or entitlement, you are not eligible for this benefit.

Will interest be charged on the amount taken as an accelerated benefit?

Yes. The interest rate charged on the portion of the accelerated benefit lien equal to the loan value of the policy at the time the accelerated benefit is paid shall not exceed the policy loan interest rate.

The interest rate on the portion of the accelerated benefit lien in excess of the loan value of the policy at the time the accelerated benefit is paid will be set quarterly on the first day of each calendar quarter. It will not exceed the greater of the policy loan interest rate, or the "published monthly average" for the calendar month ending two months before the beginning of the calendar quarter.

The "published monthly average" means the Moody's Composite Average of Yields on Bonds as published by the Moody's Investors Service. The Insurance Commissioner in the state in which the application for your policy was signed will substitute a substantially similar average if the published monthly average is no longer published.

We will notify you when we pay the accelerated benefit what the interest rate charge will be. The interest rate will not be changed during the course of the accelerated benefit lien.

Interest is charged daily on the amount of the lien; it is payable annually in arrears. The unpaid interest will be added to the accelerated benefit lien and charged the same rate of interest as your accelerated benefit lien.

Additional interest will not accrue if the accelerated benefit lien plus accrued interest equals the death benefit.

Will it be necessary to keep this policy in force after an accelerated benefit has been paid?

Yes. Once an accelerated benefit has been paid, you must keep the policy in force until such time as the death benefit is payable or the entire accelerated benefit is repaid to us. If necessary, we will pay any premiums required to keep your policy inforce and add them to the accelerated benefit lien which will reduce any death benefits payable. However, if the policy includes a waiver of premium provision and the insured qualifies under that provision, we will pay those premiums according to the Schedule of Monthly Premiums to Waive in the policy data pages.

How will this agreement affect coverage on additional insureds under this policy?

Coverage on any additional insureds, whether covered under this policy or any agreement attached to this policy, will not be included in the amount available for acceleration.

Is this agreement subject to the incontestability and suicide provisions of the policy?

Yes. Those provisions apply to this agreement. The contestable and suicide periods will be measured from the effective date of this agreement.

If this agreement is issued at a date later than this policy, then this agreement will be contestable but only as to the evidence of insurability which we required to issue this agreement.

When does this agreement terminate?

This agreement will terminate on the earliest of:

- (1) the date this policy is surrendered, or otherwise terminated; or
- (2) the date we receive your written request to cancel this agreement; or
- (3) the date of the insured's death.

Can this agreement be reinstated?

Yes, this agreement can be reinstated under the following conditions:

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) we receive written request from you.

Demir E. Teluphy

Secretary

President]

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Application Part 1

Individual Life Insurance

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company [Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098]

A. Proposed	Proposed insured name (last, first, middle)						
Insured Information	Social Security number	Date of birth (m	nonth, day, y	ear)	Gender Male	Female	
	Driver's license number		Iss	sue state	Expiration		
	Primary telephone number		Secondary	telephone nu	umber		
	Birthplace (state or, if outside the US, coun	try) E-mail add	ress				
	Street address (no P.O. Box)						
	City		State		Zip code	Zip code	
	Occupation		Years in	occupation	Income	Net worth	
B. Product	Product applied for		Base face a	amount			
	Total annual planned premium (excluding N	RP) Plan of ins	urance (if ap	plicable)			
	Death benefit qualification test (if applicable Guideline Premium Test (GPT) Cast Death benefit option (if applicable, defaults Cash/Level Protection/Increasing Dividend option (if applicable, defaults to po	h Value Accumula to cash/level if no Sum of Prei	ation Test (C ne selected) miums	VAT)	up additions for	Secure Whole Life)	
C. Additional Benefits and Agreements Select only those agreements available on the product(s) applied for.	Business Continuation Agreement Business Value Enhancement Agre Select one: Maximum Single Premium Level Premium with PDA (Subme Premium Deposit Account Information Children's Term or Family Term - Comparition (Submit Family/Children's Term Applica (Coverage) Death Benefit Guarantee Agreement Early Values Agreement Enhanced Guaranteed Agreement Enhanced Guaranteed Choice Agreement Estate Preservation Agreement	nt Amount) e Amount) eement it on form) hild Agreement tion) Amount) nt eement e Amount) pase amount) nent e Amount)	Guara Guara S	nteed Incominteed Insuranteed Insurance Insura	ne Agreement rability Option	erage Amount) greement with Waiver rage Amount) 5%) Age (age 95 or less)) Monthly Annual ation) at eement t Information form) rage Amount) ional Insurance(Premium Amount) t Agreement rage Amount)	

		UNLESS Y Omit A Omit Ir	OWING BENEFITS AND AG OU CHOOSE TO OMIT THE utomatic Premium Loan Prov offation Agreement it, VAL Summit and VAL Horiz	M: ision (Omit C	ADDED IF Cost of Liver Policy Split	ing Agre	ement	R YOU	R POLICY,
D.	Special Dating	Specifi the mo Are there a If yes, plea	o save age c date (month/day/year): nth) any other Minnesota Life appl use provide Proposed Insured re the same issue date.	ications associated	d with	this applic	cation?	ect 29th,	_	or 31st of
E.	Life Insurance In Force and Replacement Submit appropriate replacement forms (not needed if replacing group coverage).	mutual fun- process of provider? I Excluding tinsurance, but is not li to any exis	this policy, does the Proposed in force or pending, includir being sold or assigned, to a f yes, provide details in the classic policy, has there been, or annuity or mutual fund, as a mited to, a lapse, surrender, ting life insurance or annuity.)	ng life insurance so life settlement, via mart below. will there be, replaces result of this applications.	old or a tical or aceme cation? oan, wi	ent of any (Replace (Heplace (Replace)	or is in the ry marked existing the ement in or other	he it life icludes,	□ Ye	
			Full Company Name	Amount		Year ssued	☐ Indivi ☐ Grou ☐ Perso ☐ Busir ☐ Indivi ☐ Grou ☐ Perso ☐ Busir ☐ Indivi ☐ Grou ☐ Perso ☐ Ferso ☐ Grou ☐ Perso	onal or less dual or onal or less dual or onal or	Re [ill it be placed? Yes No Yes No Yes No
F.	Beneficiary Information If the beneficiary is a trust, give complete trust name and date trust established.	Primary	Beneficiary First an	d Last Name		Relation		SSN/I (If kno	- 1	Percentage

G.	Owner	Only complete this section if the Owner is different than the Insured.							
	Information	Owner name (last, first, midd	ile)						
	Submit the appropriate trust, corporate, or non-	☐ Individual							
	corporate form(s).	\`	ation of Trustee Authority	,					
		Corporate (submit Co Taxation of Death Be	orporate/Non-Profit Resol nefit forms)	lution and	d Employer Notific	cation Regard	ling the Potential		
		Partnership (submit F Taxation of Death Be	Partnership/LLC Resolution nefit forms)	on and E	mployer Notificati	on Regarding	the Potential		
		Other							
		Social Security or tax ID nun	nber			Date of bi	rth or trust date		
		Street address (no P.O. box)							
		City			State	Zip code			
		Relationship to proposed ins	ured		Telephone number				
		E-mail address							
Н.	Premium and	Premium Notice Should	Be Sent To:						
	Billing Information	☐ Proposed Insured Address in Section A ☐ Owner Address in Section G							
	illioillation	U Owner's Business/Em	ployer Address (Indicate	below)	☐ Other (Inc	dicate below)			
		Name							
		Address		City		State	Zip code		
		Payment Method:					-1		
		Annual	Quarterly						
		Semi-Annual Monthly Electronic Funds Transfer (EFT) Plan Number(If new plan, submit EFT Authorization)							
			Payroll Deduction Plan		,				
		List Bill Plan Number		(if new plan, subm	nit List Bill Set	tup form)		
		Source of Funds:	_						
		Earnings	Sale of Investment	S					
		Existing Insurance Gift/Inheritance	☐ Savings ☐ Other						
		Retirement Funds							
		Third Party Notification If you wish, you may give of an overdue premium of	us the name and address		erson whom you o	designate to a	lso receive notice		
		Name							
		Address		City		State	Zip code		

I.	Additional Premium	1035 Exchange (If yes, submit 1035 Exchange Agreement form)		Yes	No		
		Non-Repeating Premium (NRP) Regular NRP \$					
		Billable Non-Repeating Premium (Billable NRP) (If base premium is paid through a list bill, the NRP must also be billed through a list bill, the NRP must also be billed through the NRP must also be billed throu	ough the san	ne list bill.)		
		Total Annual Billable NRP \$ (Minimum annual \$600 NRP required. Minimum annual \$2,400 base page 1.50 p	remium requi	red.)			
		Include Billable NRP at issue, with first premium payment?		Yes 🗆	No		
		Payment Method					
		☐ Annual ☐ Monthly Electronic Funds Transfer ((If new plan, submit EFT/APP Authoriza)		Number			
		☐ Semi-Annual ☐ Payroll Deduction Plan (PRD) Plan t☐ Quarterly	Number			_	
		Universal Life and Whole Life Additional Premium (excluding \$	1035)				
J.	Money Submitted with Application	Has the Owner paid money with this application to the representat If yes, amount: \$	tive?	Yes 🗆] No		
	Make all checks payable to Minnesota Life.	Was a Life Receipt and Temporary Insurance Agreement given?		Yes [] No		
K.	Special Mailing Address	If mail (other than the premium notice) should be sent somewhere Address, please indicate here. Owner's Business Address Other - Indicate Name and Address Name (last, first, middle)	other than	the Owr	ier's F	lome	
		Address					
		City	State	Zip co	ode		
L.	Request for Illustration	Choose one of the following: (For Policy Exchanges, only the first of the An illustration matching the policy applied for was presented to is included with this application. The Owner/Applicant has reco	the Owner	/Applica	nt and	l a signed	І сору
	Complete for non- variable products, excluding term.	An illustration was presented or provided to the Owner/Applica for. An illustration conforming to the policy as issued will be pr than at the time of policy delivery.	ant, but is di ovided to th	fferent fr ne Owne	om th r/Appl	e policy a icant no l	pplied ater
		No illustration conforming to the policy as applied for was show prior to or at the time of taking this application. An illustration of provided to the Owner/Applicant no later than at the time of policy.	conforming t	the po			
M.	Proposed Insured	1. Is the proposed insured a US citizen?				☐ Yes	☐ No
	Underwriting Information	If no, citizen of Indicate visa type					
	momation	Does the proposed insured plan to travel or reside outside the lif yes, provide the city(s) and country(s), dates, length of stay,				☐ Yes	□ No
		3. Has the proposed insured within the last five years, or does the within the next two years, to engage in piloting a plane? If yes, and Aviation Statement.				☐ Yes	□ No

	4. Has the proposed insured within the last five years, or does the proposed insured plan, within the next two years, to engage in skin diving (snorkel, scuba, or other), sky diving, mountain/rock climbing, horse racing, rodeo, polo, bull fighting, bungee jumping, BASE jumping, canyoneering, boxing, professional wrestling, extreme skiing, or racing (motor vehicle or boat)? If yes, complete Sports and Avocation Statement.	☐ Yes	□ No
	5. Is the proposed insured in the Armed Forces, National Guard, or Reserves? If yes, complete Military and Aviation Statement.	☐ Yes	□ No
	6. Has the proposed insured applied for insurance within the last six months? If yes, provide details below.	☐ Yes	□ No
	7. Has the proposed insured applied for life insurance in the past five years that was declined or rated? If yes, provide details below.	☐ Yes	□ No
	8. Has the proposed insured, within the past five years, been convicted of a driving while intoxicated violation, had a driver's license restricted or revoked, or been convicted of a moving violation? If yes, provide dates and details below.	☐ Yes	□ No
	9. Except for traffic violations, has the proposed insured ever been convicted of a misdemeanor or felony? If yes, provide dates and details below.	☐ Yes	□ No
1	O. Will the Proposed Owner and/or beneficiary, and/or any entity on the Proposed Owner's behalf, receive any compensation, whether via the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or otherwise if this policy is issued?	☐ Yes	□ No
1	11. Has the Proposed Owner been involved in any discussion about the possible sale or assignment of this policy or a beneficial interest in a trust, LLC, or other entity created on the owner's behalf? If yes, provide details and a copy of the applicable entity's controlling documents.	Yes	□ No
1	Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? If yes, submit the Premium Financing Advisor Attestation and Premium Financing Client Disclosure forms.	☐ Yes	□ No
1	Have you had a life expectancy report or evaluation done by an outside entity or company? If yes, please explain why the expectancy report was obtained.	☐ Yes	□ No
1	4. Is this policy in accordance with your insurance objectives and your anticipated financial needs?	☐ Yes	□ No
1	5. Has the representative discussed whether this policy is suitable for you?	☐ Yes	□ No
	6. Reason for purchasing policy:		
	a. Accumulation	Yes	□No
	b. Business Planning/Key Person	∐ Yes	∐ No
	c. Charitable Giving	∐ Yes	∐ No
	d. Death Benefit Protection	∐ Yes	∐ No
	e. Estate Planning	∐ Yes □ Yes	□ No
	f. Retirement/Deferred Compensation	∐ Yes □ Yes	∐ No □ No
	g. Other	⊔ res	⊔ I/I0

	17. A. Has the proposed insured ever smoked cigarettes? Yes No					
	C	urrent smoker	Past smoker	Packs per day	Date last cigarett	te smoked (MM, DD, YY)
					er than cigarette	es, in any form? Yes No
	<u>W</u>	/hat type	Current user	Past user	How much	Date of last use (MM, DD, YY)
N. Additional Remarks						
O. Home Office	Home Off	ice Corrections	or Additions			
Endorsements	Acceptance age, gend	ce of the policy s er, amount, clas	hall ratify chang sification, plan c	es entered here or benefits unles	e by Minnesota L s agreed to in w	Life. Not to be used for change in riting.

Policy Change Application No Underwriting Required

Individual Life Insurance

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company [Individual Life Policy Administration • 400 Robert Street North • St. Paul, Minnesota 55101-2098]

Α.	Request	Policy number(s)	Insured name (last, first, middle)					
	Information							
	Maka all abaaka	Money submitted with application	Effective date of change					
	Make all checks payable to	\$	Current Date Date Of Next EFT/APP Draw					
	Minnesota Life.	Receipt Given	Other (Indicate mm/yy and reason)					
В.	Owner Information	Owner name (last, first, middle)						
		Telephone number	E-mail address					
C.	Address Adjustments	☐ Change Owner Home Address ☐ Add/Change Mailing Address (Check One): ☐ Premium Notices Only ☐ All Correspondence Other Than Premium Notice ☐ All Mail Name (last, first, middle)						
		Address						
		City	State Zip					
D.	Face Amount Adjustments	Change Face Amount: \$(Unless otherwise indicated, for Adjust	stable products, we will maintain the premium and adjust the plan.)					
		Cost Of Living Alternate Exercise Inflation Agreement Exercise	☐ AIO/AIOW/FAIA/GIO Exercise ☐ Alternate Option Date: (Attach Proof)					
E.	Premium and Billing Information	Premium Adjustment Change Total Annual Planned Premium Amount: \$ (Unless otherwise indicated, for Adjustable products, we will maintain the face amount and adjust the plan.)						
		☐ Semi-Annual ☐ List Bill P☐ (If new pla	Electronic Funds Transfer (EFT/APP) Plan Number: un, submit EFT/APP Authorization) Plan Number: un, submit List Bill form) eduction Plan (PRD) Plan Number:					
		Source of Funds Earnings Sale of Existing Insurance Gift/Inheritance Retirement Funds						
		Non-Repeating Premium (NRP) Regular NRP \$						
		Billable Non-Repeating Premium (I	Billable NRP) , the NRP must also be billed through the same list bill.)					
		Total Annual Billable NRP \$(Minimum annual \$600 NRP required	I. Minimum annual \$2,400 base premium required.)					
		Plan N	nly Electronic Funds Transfer (EFT/APP) umber (If new plan, submit EFT/APP Authorization) Il Deduction Plan (PRD) Plan Number					

		1035 Exchange ☐ Yes ☐ No
		(If yes, submit 1035 Exchange Agreement form)
F.	Plan Adjustments	Change Plan Of Insurance: Life At Age: Protection To Age: Unless otherwise indicated, for Adjustable products, we will maintain the face amount and adjust the premium.)
G.	Partial Surrenders	 □ Partial Surrender to Cash: \$ or □ Max Amount □ Partial Surrender to Eliminate Policy Loan (Dividend additions and accumulations will be surrendered first) The death benefit amount will be reduced. If a correct Social Security or Tax ID number is not provided, the IRS requires Minnesota Life to withhold 10% of any taxable gain, irrespective of the withholding election. This applies to all partial surrenders and loan eliminations with taxable gain. Complete withholding section and enter Social Security number/tax ID number below. □ Yes, I elect withholding □ No, I do not elect withholding Owner's Social Security number/tax ID number
H.	Systematic Distributions	□ Partial Surrender □ Partial Surrender to Basis Then Loans (select loan type for index product) □ Fixed Loan Interest Rate □ Variable Loan Interest Rate Amount of Distribution \$ Start Date of Distributions Frequency: □ Monthly or □ Annually Distribution Day: □ 10th or □ 20th
l.	Conversions	Conversion Term Insurance At Attained Age
J.	Other Adjustments	☐ Change Death Benefit Option To: ☐ Cash/Level ☐ Protection/Increasing ☐ Sum of Premiums The Protection death benefit option generally requires underwriting. If changing from Level Death Benefit Option the face amount will
		Automatic Premium Loan Provision Add Remove

K. Additional Agreements

Select only those agreements available on the products applied for.

Maintain Current Annual Premium	☐ Chang	e Current Anr	nual Premium A	Accordingly
	ADD	REMOVE	CHANGE AMOUNT	NEW AMOUNT
[Accelerated Benefit Agreement				
(Submit ABA Outline of Coverage form)				
Accidental Death Benefit Agreement				
Additional Insurance Agreement				\$
Adjustable Survivorship Life Agreement	_			\$
Business Continuation Agreement				\$
Business Value Enhancement Agreement				\$
Children's Term or Family Term Children's Agre	ement			\$
Cost of Living Agreement				
Death Benefit Guarantee Agreement*				
Early Values Agreement*				
Enhanced Guaranteed Agreement				
Enhanced Guaranteed Choice Agreement				
Estate Preservation Agreement				
Estate Preservation Choice Agreement				
Exchange of Insureds Agreement				
Extended Conversion Agreement				
Face Amount Increase Agreement			П	\$
Family Term - Spouse Agreement				\$
First to Die Agreement				\$
Flexible Term Agreement		- i		\$
Guaranteed Income Agreement				Ψ
Guaranteed Insurability Option Agreement		- Fi		\$
Guaranteed Insurability Option Agreement with	Maiyor			Ψ
Guaranteed Protection Waiver	i vvaivei			
				%
Income Protection Agreement**				
Inflation Agreement				0/
Interest Accumulation Agreement				%
Long-Term Care Agreement				\$
(Submit LTC Supplemental Application)				
Overloan Protection Agreement	Ш	Ш		
Policy Enhancement Agreement				%
(Indicate a whole number from 3 to 10%)				
Policy Split Agreement				
Premium Deposit Account Agreement	Ш			
(Submit Premium Deposit Account Information form)				ф
Single Life Term Agreement	П		Ш	\$
Single Premium Paid Up Additional Insurance Agreement	Ш			
Surrender Value Enhancement Agreement				
Term Insurance Agreement				
Waiver of Charges Agreement				
Waiver of Premium Agreement				
Other:]				
*Can only be added when converting term insu	ırance to a ı	new policv.		
**Can only be changed when converting term i			policy.	
ca cing so onanged whom converting term i		a.i oxioning	, 5,,,,	

	Life Insurance In Force and Replacement	in force or pending?		-	urance, annuity or mutual		
	Submit appropriate replacement forms (not needed if replacing group coverage).	insurance, annuity or mi includes, but is not limite	utual fund, as a re ed to, a lapse, suri sting life insurance	sult of this ap render, 1035	eplacement of any existing plication? (Replacement Exchange, loan, withdrawalf yes, provide details on t	al, or	s ∐ No
	Additional Remarks						
	Home Office Endorsements		y shall ratify chang		ere by Minnesota Life. No ess agreed to in writing.	t to be used for ch	ange in
O	Agreements	They are given to obtain correctly recorded. I agr VARIABLE LIFE: I und policy applied for may accounts of the separanot guaranteed and in minimum actual cash	n this insurance are that they will be erstand that the arincrease or decrease account. I undereases and decreases and decreases who know the policy person who know the person	and are, to the ecome part of amount or the ease dependerstand that reases dependers unlike the eases dependers will be the eases dependers and the eases dependers will be the eases dependers will be the eases dependers will be the eases dependers and the eases depender	tements and answers recibest of my knowledge and this application and any le duration of the death ling on the investment rathe actual cash value or ding on the investment vested in these sub-accests a false statement in an ties under state law.	d belief, true, compositely issued on it. benefit (or both) esults of the sub of the policy appliaresults. There is bunts.	of the ied for is
	only if policy is being rea	sentative (Print name/code assigned)	Representative nar	ne		Firm/rep code	
Owr (give	ner signature e title if signed on behal	If of a business)		Date	City		State
Ass	ignee signature e title if signed on behal	If of a business)		Date	City		State
	ocable beneficiary sign e title if signed on behal	ature If of a business)		Date	City		State
Pare	ent/conservator/guardia enile applications)	n signature		Date	City		State
I bel	lieve that the information	n provided by this applicant i	is true and accurate.	I certify I have	accurately recorded all inform		Owner(s).
Lice X	nsed representative sig	nature			Firm/rep code	Date	

Policy Change Application Part 1 Underwriting Required

Individual Life Insurance

Minnesota Life Insurance Company - A Securian Company [Individual Life Policy Administration • 400 Robert Street North • St. Paul, Minnesota 55101-2098]

MINNESOTA LIFE

Α.	Request	Policy number(s)	Insured name (last, first, middle)
	Information	Money submitted with application	Effective date of change
	Make all checks	\$	Current Date Date Of Next EFT/APP Draw
	payable to Minnesota Life.	Receipt Given	Other (Indicate mm/yy and reason)
_	Owner	Owner name (last, first, middle)	
В.	Information		
		Telephone number Primary	E-mail address
_	Address	Change Owner Home Address	
C.	Address	☐ Change Owner Home Address☐ Add/Change Mailing Address (C	heck One):
	•	☐ Premium Notices Only ☐	
		Name (last, first, middle)	
		Address	
		City	State Zip
_	Face Amount	☐ Change Face Amount: \$	
D.	Adjustments	(Unless otherwise indicated, for Adju	istable products, we will maintain the premium and adjust the plan.)
	-	Cost Of Living Alternate Exercise	e AIO/AIOW/FAIA/GIO Exercise
		☐ Inflation Agreement Exercise	Alternate Option Date:(Attach Proof)
E.	Premium and	Premium Adjustment	American American C
	Billing Information		remium Amount: \$ istable products, we will maintain the face amount and adjust the plan.)
	mormation		
		Payment Method ☐ Annual ☐ Mont	hly Electronic Funds Transfer (EFT/APP) Plan Number:
		(If nev	w plan, submit EFT/APP Authorization)
		☐ Semi-Annual ☐ List E	Bill Plan Number:w plan, submit List Bill form)
		☐ Quarterly ☐ Payro	oll Deduction Plan (PRD) Plan Number:
		Source of Funds	
			of Investments
		Existing Insurance Savir	•
		☐ Gift/Inheritance ☐ Othe ☐ Retirement Funds	r
		Non-Repeating Premium (NRP)	
		Regular NRP \$	☐ Increase Face By ☐ Do Not Increase Face By
			NRP Amount NRP Amount
		Billable Non-Repeating Premium ((Billable NRP)
		(If base premium is paid through a list bil	II, the NRP must also be billed through the same list bill.)
		Total Annual Billable NRP \$	
		l .	d. Minimum annual \$2,400 base premium required.)
		Payment Method	
		Annual Mont	hly Electronic Funds Transfer (EFT/APP) Plan Number
			v plan, submit EFT/APP Authorization) II Deduction Plan (PRD) Plan Number
		Quarterly	

mium.)
ered first) riting is fe to II partial ter Social vithholding
Life ersal Life and enefit oted the PT) fest (CVAT) el/Cash.
di /r _iianit v

J.	Other	☐ Change Death Benefit Option To:			☐ Chang	ge Dividend Option	To:
	Adjustments	☐ Cash/Level ☐ Protection/Increasing	ı 🗌 Sun	n of Premiums			
		The Protection death benefit option generally changing from Level Death Benefit Option the To maintain current face amount check below	requires e face am	underwriting. If ount will decrease.			
		☐ Maintain Face Amount					
		☐ Improve Risk Class					
		☐ Maintain current annual premium☐ Reduce current annual premium					
		Add Non-Smoker/Non-Tobacco Designati	on				
		Do you currently smoke any cigarettes cigarettes in the past 12 months?	or have y	ou smoked any		☐ Yes ☐	□No
		2. Do you currently use any tobacco or h in the past 12 months?	ave you u	sed any tobacco		☐ Yes ☐	□No
		I understand that a material misrepresent tobacco status, may result in the cancella					
		Reinstate I understand that this application will be a Also, I understand that this policy will be a date of reinstatement for the time period s	contestab	le, as to representa	ations in this	application, from tl	lies. he
		Automatic Premium Loan Provision Ad	ld 🗆 Re	emove			
K.	Additional	☐ Maintain Current Annual Premium	☐ Ch	ange Current Ann	ual Premium	Accordingly	
	Agreements Select only those		ADD	REMOVE	CHANGE AMOUNT	NEW AMOUNT	
	agreements	[Accelerated Benefit Agreement					
	available on the products applied	(Submit ABA Outline of Coverage form)		_			
		Accidental Death Benefit Agreement*					
	for.	Additional Insurance Agreement*	Ц	Ц	Ц	\$	
		Adjustable Survivorship Life Agreement				\$	
		(Complete Application for Designated Life)					
		Business Continuation Agreement				\$	
		(Complete Application for Designated Life)					
		Business Value Enhancement Agreement				\$	
		Children's Term or Family Term Children's Agreement	Ш			\$	
		(Submit Family/Children's Term Application)					
		Cost of Living Agreement					
		Death Benefit Guarantee Agreement*					
		Early Values Agreement*					
		Enhanced Guaranteed Agreement					
		Enhanced Guaranteed Choice Agreement					
		Estate Preservation Agreement*					
		Estate Preservation Choice Agreement					
		Exchange of Insureds Agreement					
		Extended Conversion Agreement					
		Face Amount Increase Agreement				\$	
		Family Term - Spouse Agreement				\$	
		(Submit Family/Children's Term Application)					
		First to Die Agreement				\$	
		Flexible Term Agreement*				\$	
		☐ 10-year ☐ 20-year					
		Guaranteed Income Agreement					
		Guaranteed Insurability Option Agreement				\$	
		Guaranteed Insurability Option Agreement				*	
		with Waiver	_	_			
		Guaranteed Protection Waiver					

		Income Protection Agreement* Complete if Adding Agreement:	Ш			_	%
		% Lump Sum					
		% Installments (minimum 25	5%)				
		Installment Payment Cease A	· ·	or less)			
		Frequency of Installment Payment(s)			,		
		Inflation Agreement					
		Interest Accumulation Agreement*				П	%
		Long-Term Care Agreement		Γ			
		(Submit LTC Supplemental Application)		_			ν
		Overloan Protection Agreement		Г			
		Policy Enhancement Agreement		_			%
		(Indicate a whole number from 3 to 10%)				_	
		Policy Split Agreement					
		Premium Deposit Account Agreement					
		(Submit Premium Deposit Account Information	ion form)				
		Single Life Term Agreement					\$
		Single Premium Paid Up Additional					
		Insurance Agreement		_	_		
		Surrender Value Enhancement Agreem	ient* 📙	Ĺ			
		Term Insurance Agreement*		Ĺ			
		Waiver of Charges Agreement	⊢	L	_		
		Waiver of Premium Agreement		L			
		Other:*Can only be added when converting te] orm incuronce	a to a now	naliau		
		Can only be added when converting te	enn mourance	e lo a new	policy.		
	Daniaaamaat	Levid or accidingly to a life cottinement. Wi			VAT NEOVIC		
	Replacement Submit appropriate replacement forms (not needed if replacing group	sold or assigned, to a life settlement, via details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insuran	or will there be result of this surrender, 103	e, replacem application 35 Exchan	nent of an n? (Repla ge, loan, v	y existing life acement withdrawal, or	☐ Yes ☐ N
	Submit appropriate replacement forms (not needed if	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurance.	or will there be result of this surrender, 103	e, replacem application 35 Exchan	nent of an n? (Repla ge, loan, v	y existing life acement withdrawal, or	☐ Yes ☐ N
	Submit appropriate replacement forms (not needed if replacing group	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s	or will there be result of this surrender, 103	e, replacem application 35 Exchang (,) If yes, p	nent of an n? (Repla ge, loan, v	y existing life acement withdrawal, or	☐ Yes ☐ N
	Submit appropriate replacement forms (not needed if replacing group	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurance in Force	or will there be result of this surrender, 103 nce or annuity	e, replacem application 35 Exchang (,) If yes, p	nent of an n? (Replage, loan, voorovide de Year	y existing life acement withdrawal, or stails in the chart l	Yes No
	Submit appropriate replacement forms (not needed if replacing group	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurance in Force	or will there be result of this surrender, 103 nce or annuity	e, replacem application 35 Exchang (,) If yes, p	nent of an n? (Replage, loan, voorovide de Year	y existing life acement withdrawal, or stails in the chart	Yes Note Note Note Note Note Note Note Note
	Submit appropriate replacement forms (not needed if replacing group	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurance in Force	or will there be result of this surrender, 103 nce or annuity	e, replacem application 35 Exchang (,) If yes, p	nent of an n? (Replage, loan, voorovide de Year	y existing life acement withdrawal, or stails in the chart Type Individual or Group Personal or	Yes No
	Submit appropriate replacement forms (not needed if replacing group	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurance in Force	or will there be result of this surrender, 103 nce or annuity	e, replacem application 35 Exchang (,) If yes, p	nent of an n? (Replage, loan, voorovide de Year	y existing life acement withdrawal, or stails in the chart larger Type Individual or Group Personal or Business	☐ Yes ☐ Nobelow. Will it be Replaced? ☐ Yes ☐ No
	Submit appropriate replacement forms (not needed if replacing group	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurance in Force	or will there be result of this surrender, 103 nce or annuity	e, replacem application 35 Exchang (,) If yes, p	nent of an n? (Replage, loan, voorovide de Year	y existing life acement withdrawal, or stails in the chart larger Type Individual or Group Personal or Business Individual or Individua	Yes Nobelow. Will it be Replaced? Yes Nobelow.
	Submit appropriate replacement forms (not needed if replacing group	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurance in Force	or will there be result of this surrender, 103 nce or annuity	e, replacem application 35 Exchang (,) If yes, p	nent of an n? (Replage, loan, voorovide de Year	y existing life acement withdrawal, or stails in the chart larger Type Individual or Group Personal or Business Individual or Group Group Caroup Caroup	Yes Nobelow. Will it be Replaced? Yes Nobelow.
	Submit appropriate replacement forms (not needed if replacing group	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurance in Force	or will there be result of this surrender, 103 nce or annuity	e, replacem application 35 Exchang (,) If yes, p	nent of an n? (Replage, loan, voorovide de Year	y existing life acement withdrawal, or stails in the chart larger Type Individual or Group Personal or Business Individual or Individua	Yes Nobelow. Will it be Replaced? Yes Nobelow.
	Submit appropriate replacement forms (not needed if replacing group	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurance in Force	or will there be result of this surrender, 103 nce or annuity	e, replacem application 35 Exchang (,) If yes, p	nent of an n? (Replage, loan, voorovide de Year	y existing life acement withdrawal, or stails in the chart Type Individual or Group Personal or Business Individual or Group Personal or Business Individual or Group Individual or Business Individual or Business Individual or Business	Yes Nobelow. Will it be Replaced? Yes Nobelow.
	Submit appropriate replacement forms (not needed if replacing group	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurance in Force	or will there be result of this surrender, 103 nce or annuity	e, replacem application 35 Exchang (,) If yes, p	nent of an n? (Replage, loan, voorovide de Year	y existing life acement withdrawal, or stails in the chart Type Individual or Group Personal or Business Individual or Group Personal or Business Individual or Group Group Group Group Group Group Group Group Group	Yes Nobelow. Will it be Replaced? Yes Nobelow.
	Submit appropriate replacement forms (not needed if replacing group	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurance in Force	or will there be result of this surrender, 103 nce or annuity	e, replacem application 35 Exchang (,) If yes, p	nent of an n? (Replage, loan, voorovide de Year	y existing life acement withdrawal, or stails in the chart larger	Yes Nobelow. Will it be Replaced? Yes Nobelow.
- M	Submit appropriate replacement forms (not needed if replacing group coverage).	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurance in Force	or will there be result of this surrender, 103 nce or annuity	e, replacem application 35 Exchang (,) If yes, p	nent of an n? (Repla ge, loan, v provide de Year Issued	y existing life acement withdrawal, or stails in the chart Type Individual or Group Personal or Business Individual or Group Personal or Business Individual or Group Group Group Group Group Group Group Group Group	Yes Nobelow. Will it be Replaced? Yes Nobelow.
<u>M</u> .	Submit appropriate replacement forms (not needed if replacing group coverage). Insured Underwriting	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurantife Insurance In Force Full Company Name Driver's license number	er will there be result of this surrender, 103 nce or annuity Amour	e, replacem application 35 Exchang (.) If yes, p	nent of an n? (Repla ge, loan, v provide de Year Issued	y existing life acement withdrawal, or stails in the chart large l	Yes Nobelow. Will it be Replaced? Yes Nobelow.
M.	Submit appropriate replacement forms (not needed if replacing group coverage).	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurantified Insurance In Force Full Company Name	er will there be result of this surrender, 103 nce or annuity Amour	e, replacem application 35 Exchang (.) If yes, p	nent of an n? (Repla ge, loan, v provide de Year Issued	y existing life acement withdrawal, or stails in the chart large l	Yes Nobelow. Will it be Replaced? Yes Nobelow.
<u>м</u> .	Submit appropriate replacement forms (not needed if replacing group coverage). Insured Underwriting	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurantife Insurance In Force Full Company Name Driver's license number	er will there be result of this surrender, 103 nce or annuity Amour	e, replacem application 35 Exchang () If yes, p	nent of an n? (Repla ge, loan, v provide de Year Issued	y existing life acement withdrawal, or stails in the chart large l	Yes Nobelow. Will it be Replaced? Yes Nobelow.
M.	Submit appropriate replacement forms (not needed if replacing group coverage). Insured Underwriting	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurantified Insurance In Force Full Company Name Driver's license number Birthplace (state or, if outside the US, countries)	er will there be result of this surrender, 103 nce or annuity Amour	e, replacem application 35 Exchang () If yes, p	nent of an n? (Repla ge, loan, v provide de Year Issued	y existing life acement withdrawal, or stails in the chart large l	Yes Nobelow. Will it be Replaced? Yes Nobelow.
M.	Submit appropriate replacement forms (not needed if replacing group coverage). Insured Underwriting	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurantified Insurance In Force Full Company Name Driver's license number Birthplace (state or, if outside the US, countred) Occupation 1. Is the insured a US citizen?	er will there be result of this surrender, 103 nce or annuity Amour	e, replacem application 35 Exchang () If yes, p	nent of an n? (Repla ge, loan, v provide de Year Issued	y existing life acement withdrawal, or stails in the chart large l	Yes Nobelow. Will it be Replaced? Yes Nobelow.
M.	Submit appropriate replacement forms (not needed if replacing group coverage). Insured Underwriting	details in the chart below. Excluding this policy, has there been, or insurance, annuity or mutual fund, as a includes, but is not limited to, a lapse, s other change to any existing life insurantified Insurance In Force Full Company Name Driver's license number Birthplace (state or, if outside the US, countred) Occupation	er will there be result of this surrender, 103 nce or annuity Amour	e, replacem application 35 Exchang () If yes, p	nent of an n? (Repla ge, loan, v provide de Year Issued	y existing life acement withdrawal, or stails in the chart large l	Yes No

	2. Does the insured plan to travel or reside outside the US in the next two years? If yes, provide the city(s) and country(s), dates, length of stay, and purpose of travel:	☐ Yes	□ No
	3. Has the insured within the last five years, or does the proposed insured plan, within two years, to engage in piloting a plane? If yes, complete the Military and Aviation Statement.	☐ Yes	□ No
	4. Has the insured within the last five years, or does the proposed insured plan, within two years, to engage in skin diving (snorkel, scuba, or other), sky diving, mountain/rock climbing, horse racing, rodeo, polo, bull fighting, bungee jumping, BASE jumping, canyoneering, boxing, professional wrestling, extreme skiing or racing (motor vehicle or boat)?	☐ Yes	□ No
	5. Is the insured in the Armed Forces, National Guard, or Reserves? If yes, complete the Military and Aviation Statement.	☐ Yes	□ No
	6. Has the insured applied for insurance within the last six months? If yes, provide details below.	☐ Yes	□ No
	7. Has the insured applied for life insurance in the past five years that was declined or rated? If yes, provide details below.	☐ Yes	□ No
	8. Has the insured, within the past five years, been convicted of a driving while intoxicated violation, had a driver's license restricted or revoked, or been convicted of a moving violation? If yes, provide dates and details below.	☐ Yes	□ No
	9. Except for traffic violations, has the insured ever been convicted of a misdemeanor or felony? If yes, provide dates and details below.	☐ Yes	□ No
N. Additional Remarks			
O. Home Office Endorsements	Home Office Corrections or Additions Acceptance of the policy shall ratify changes entered here by Minnesota Life. Not to be used age, gender, amount, classification, plan or benefits unless agreed to in writing.	d for chan	ge in

Application Part 1

Individual Life Insurance

Minnesota Life Insurance Company - A Securian Company [Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098]

MINNESOTA LIFE

posed insured name (last, first, middle) cial Security number ver's license number mary telephone number thplace (state or, if outside the US, country	Date of birth (mont	h, day, yea	ar)	(Gender
ver's license number mary telephone number	Date of birth (mont	h, day, yea	ar)	(Gender
mary telephone number					
mary telephone number					☐ Male ☐ Female
			Issue stat	е	Expiration date
tholace (state or if outside the US country		Seconda	ary telepho	ne number	
inplace (state of, il outside the os, countly	y) E-mail addres	<u> </u>			
eet address (no P.O. Box)	City			State	Zip code
cupation	Years in occup	ation	Inco	me	Net worth
duct applied for		Base fa	ce amount		
al annual planned premium	Plan of insura	nce (if app	licable)		
ath benefit qualification test (if applicable,	defaults to GPT if n	one select	ed)		
Guideline Premium Test (GPT) Cash			•		
ath benefit option (If applicable, defaults to			•		
Cash/Level Protection/Increasing					
idend option (if applicable, defaults to Paid	I-Up Additions for S	ecure Who	ole Life)		
[Accelerated Benefit Agreement (Submit ABA Outline of Coverage form) Accidental Death Benefit Agreement \$	t mount) Amount) In form) Idd Agreement In form) Idd Agreement Idd Agreemen	Guarant Guarant Guarant Guarant Income Inflatior Long-Te (Submit Overloa Premiui (Submit Single I Agreem Surrenc Term In Waiver	Premium French Surrance A	Agreement Agreement Agreement Agreemen (CPaid-Up A	ortion Agreement (Coverage Amount) on Agreement with Waiver coverage Amount) out on 25%) ase Age (age 95 or less) ent(s) Monthly Annually out
	Face Amount (Not to exceed 122% of bate Estate Preservation Choice Agreem \$	Extended Conversion Agreement Face Amount Increase Agreement First to Die Agreement	Face Amount (Not to exceed 122% of base amount) Estate Preservation Choice Agreement \$	Face Amount (Not to exceed 122% of base amount) Estate Preservation Choice Agreement \$	Face Amount (Not to exceed 122% of base amount) Estate Preservation Choice Agreement \$

		POLICY, UN	DWING BENEFITS AND AC NLESS YOU CHOOSE TO C tomatic Premium Loan Prov	OMIT THEM:				BLE FOR	/OU R	R
D.	Special Dating	Specific the mon Are there ar	save age date (month/day/year): th) ny other Minnesota Life app e provide Proposed Insured	lications associated	d with t	this appli	cation?	ect 29th, 30		No
E.	Life Insurance In Force and Replacement Submit appropriate replacement forms (not needed if replacing group coverage).	mutual fund process of b provider? If Excluding th insurance, a but is not lin change to a	nis policy, does the Propose in force or pending, including sold or assigned, to a yes, provide details in the consist policy, has there been, our muity or mutual fund, as a nited to, a lapse, surrender, ny existing life insurance or	ng life insurance so life settlement, via hart below. r will there be, replanted result of this applications.	old or a tical or aceme cation? oan, wi	ssigned, seconda nt of any (Replace thdrawal	or is in the ary marked existing cement in or other	ne t life [cludes,	Yes	
			nce In Force]	,	Year			Will	it be
		Fu	ull Company Name	Amount		sued	Тур	ре		aced?
							☐ Individ	nal or		Yes No
							☐ Individe ☐ Group ☐ Perso ☐ Busin	nal or		Yes No
							☐ Individed Individed Individual	nal or		Yes No
F.	Beneficiary Information		Beneficiary First a	nd Last Name		Relation Proposed		SSN/TIN (If known	11-	Percentage
	If the beneficiary is a trust, give complete trust name and date trust established.	Contingent								

G.	Owner	Only complete this section if the Owner	is different than the	Insured.				
	Information	Owner name (last, first, middle)						
	Submit the appropriate trust, corporate, or non-corporate form(s).	☐ Individual ☐ Trust (submit Certification of Trustee All ☐ Corporate (submit Corporate/Non-Profication of Death Benefit forms) ☐ Partnership (submit Partnership/LLC Richard Taxation of Death Benefit forms)	it Resolution and Emp	•				
		Other						
		Social Security or tax ID number			Date of birth or trust date			
		Street address (no P.O. box)						
		City	State		Zip code			
		Relationship to proposed insured	Telepi	hone number				
		E-mail address	·					
H.	Premium and Billing Information	Premium Notice Should Be Sent To: ☐ Proposed Insured Address in Section A ☐ Owner's Business/Employer Address (In	_	Owner Addre	ss in Section G te below)			
		Name						
		Address						
		City		State	Zip code			
		(If new plan, sub) List Bill Plan Number Source of Funds: Earnings Sale of Inve Existing Insurance Savings	estments address of a person	v plan, submit L	ist Bill Setup form)			
I.	Additional Premium	Universal Life and Whole Life Additional	Premium (excludin	g 1035)				
		1035 Exchange (If yes, submit 1035 Exchange Agreement form)		☐ Ye	es 🗌 No			

J.	Money Submitted with Application	Has the Owner paid money with this application to the representative? $\ \square$ Yes $\ \square$ No If yes, amount: $\ \ \ \ \square$		
	Make all checks payable to Minnesota Life.	Was a Life Receipt and Temporary Insurance Agreement given?		
K.	Special Mailing Address	If mail (other than the premium notice) should be sent somewhere other than the Owner's House Address, please indicate here. Owner's Business Address Other - Indicate Name and Address	ome	
		Name (last, first, middle) Address		
		City State Zip code		
L.	Request for Illustration Complete for non-variable products, excluding term.	Choose one of the following: (For Policy Exchanges, only the first option is available.) An illustration matching the policy applied for was presented to the Owner/Applicant and is included with this application. The Owner/Applicant has received a copy. An illustration was presented or provided to the Owner/Applicant, but is different from the for. An illustration conforming to the policy as issued will be provided to the Owner/Applithan at the time of policy delivery. No illustration conforming to the policy as applied for was shown or provided to the Owner/Applicant.	e policy a icant no la	pplied ater
		prior to or at the time of taking this application. An illustration conforming to the policy as provided to the Owner/Applicant no later than at the time of policy delivery.		
M.	Proposed Insured Underwriting Information	1. Is the proposed insured a US citizen? If no, citizen of Indicate visa type 2. Does the proposed insured plan to travel or reside outside the US in the next two years? If yes, provide the city(s) and country(s), dates, length of stay, and purpose of travel:	Yes	□ No
		3. Has the proposed insured within the last five years, or does the proposed insured plan, within the next two years, to engage in piloting a plane? If yes, complete the Military and Aviation Statement.	☐ Yes	□ No
		4. Has the proposed insured within the last five years, or does the proposed insured plan, within the next two years, to engage in skin diving (snorkel, scuba, or other), sky diving, mountain/rock climbing, horse racing, rodeo, polo, bull fighting, bungee jumping, BASE jumping, canyoneering, boxing, professional wrestling, extreme skiing, or racing (motor vehicle or boat)? If yes, complete Sports and Avocation Statement.	Yes	□ No
		Is the proposed insured in the Armed Forces, National Guard, or Reserves?If yes, complete Military and Aviation Statement.	☐ Yes	☐ No
		6. Has the proposed insured applied for insurance within the last six months? If yes, provide details below.	☐ Yes	□ No
		7. Has the proposed insured applied for life insurance in the past five years that was declined or rated? If yes, provide details below.	☐ Yes	□ No

8. Has the proposed insured, within the past five years, been convicted of a driving while intoxicated violation, had a driver's license restricted or revoked, or been convicted of a moving violation? If yes, provide dates and details below.	∐ Yes	∐ No
9. Except for traffic violations, has the proposed insured ever been convicted of a misdemeanor or felony? If yes, provide dates and details below.	☐ Yes	□ No
10. Will the Proposed Owner and/or beneficiary, and/or any entity on the Proposed Owner's behalf, receive any compensation, whether via the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or otherwise if this policy is issued?	☐ Yes	□ No
11. Has the Proposed Owner been involved in any discussion about the possible sale or assignment of this policy or a beneficial interest in a trust, LLC, or other entity create on the owner's behalf? If yes, provide details and a copy of the applicable entity's controlling documents.		□ No
12. Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? If yes, submit the Premium Financing Advisor Attestation and Premium Financing Client Disclosure forms.	☐ Yes	□ No
13. Have you had a life expectancy report or evaluation done by an outside entity or company? If yes, please explain why the expectancy report was obtained.	☐ Yes	□ No
14. Is this policy in accordance with your insurance objectives and your anticipated financial needs?	☐ Yes	□ No
15. Has the representative discussed whether this policy is suitable for you?	☐ Yes	\square No
16. Reason for Purchasing Policy:		
a. Accumulation	☐ Yes	☐ No
b. Business Planning/Key Person	☐ Yes	☐ No
c. Charitable Giving	☐ Yes	☐ No
d. Death Benefit Protection	☐ Yes	☐ No
e. Estate Planning	☐ Yes	☐ No
f. Retirement/Deferred Compensation	☐ Yes	☐ No
g. Other	☐ Yes	☐ No
17. A. Has the proposed insured ever smoked cigarettes?		
Current smoker Past smoker Packs per day Date last cigarette smoked (MM, DI), YY)	
B. Has the proposed insured ever used tobacco, other than cigarettes, in any form?	Yes	No
What type Current user Past user How much Date of last use (N		

N.	Additional Remarks	
О.	Home Office Endorsements	Home Office Corrections or Additions Acceptance of the policy shall ratify changes entered here by Minnesota Life. Not to be used for change in age, gender, amount, classification, plan or benefits unless agreed to in writing.

Application 1A

Individual Life Insurance

Minnesota Life Insurance Company - A Securian Company
[Life New Business ● 400 Robert Street North ● St. Paul, Minnesota 55101-2098]

MINNESOTA LIFE

Section A: Proposed	lnsur	ed Info	rmation										
Proposed insured name (I													
Social Security number	In	icome		Net v	vorth			Date of bir	th (mm/		Gende Mal		 Female
Primary telephone number	er	Secon	dary telephone r	number	Driv	er's lic	ense nur	mber		Issue state	Expi	iration	date
Occupation					<u> </u>					Years in oc	 cupation	on .	
Street address (no P.O. Bo	ox)				City	,				State	Zip	code	
Email address													
Birthplace (state or	, if out	side the	U.S., country)										
2. Is the Proposed Ins	ured a	U.S. cit	izen? If no, ci	tizen o	f:						☐ Yes	s 🔲 N	lo
Visa type													
3. A. Has the proposed	d insur	ed ever	smoked cigare	ettes?	□ Ye	es 🗆	No						
Current smoker	Past smo	oker	Packs per day	Date la	ast ciç	garette	smoked	(mm/dd/y	y)				
B. Has the proposed	d insur	ed ever	used tobacco	, other	than	cigar	ettes, in	any form'	? [☐Yes ☐	No		
What type (Current	user]	Past user	Howm	nuch		Date of	lastuse (mr	n/dd/yy)			
Section B: Owner Inf	format	ion - Ca	omplete if Owner	r is not t	the Pr	ropose	d Insured	d. Submit e	ntity ow	ner forms wl	hen ap	propria	ite.
Owner name (last, first, m	iddle)												
Date of birth/trust (mm/d	d/yyyy)) Social	Security number	or tax II	D no.	Relat	ionship to	o proposed	insured	Primary tele	ephone	numb	er
	t 🗆 (Corpora	te	ship	☐ Ot	her_							
Street address (no P.O. Bo	ox)				City	,				State	Zip	code	
Email address													
Linanaduless													
Section C: Products Product applied for	and A	aaitior	nai Agreemen	ts - Onl			reements ace amoi		to the c	hosen produ	ıct		
r roduct applied for						Daser	ace arrior	arit					
		LIFE ON	NLY							IFE ONLY			
Total annual planned prer	mium					Additi	onal prer	nium (exclu	de 1035 f	unds)			
Additional premium (excl	ude 103	5 funds)				Divid	end Op	tion (select	one):				
						□Ac	cumula	tions					
Death benefit option (s	select o	ne):				Ca							
Level										if none sel	ected)	
☐ Increasing								emium, Ba					
Sum of Premiums										Paid Up A	Additio	ns	
Death Benefit Qualific	ation T	est (sel	ect one):		- 1	_	-	y with Bal					
Guideline Premium					ļ	∐Lo	an Repa	y with Bal	ance to	Paid Up A	aditio	าร	
☐ Cash Value Accumu	lation	Test (C	VAT)		- 1								

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	AGREEMENTS APPLIED FOR:	
☐ [Accelerated Benefit Agreement (Submit ABA Outline of Coverage form) ☐ Accidental Death Benefit Agreeme Coverage Amount: ☐ Additional Insurance Agreement Coverage Amount: ☐ Business Value Enhancement Agreement Select one: ☐ Maximum Single Premium ☐ Level Premium with PDA 〔Submit Premium Deposit Account Information form) ☐ Children's Term or Family Term - Coverage Amount: ☐ Death Benefit Guarantee Agreement ☐ Estate Preservation Agreement ☐ Coverage Amount: ☐ Face Amount (Not to exceed 122% of base amount)	Estate Preservation Choice Agr Coverage Amount:	Inflation Agreement
YOU CHOOSE TO OMIT THEM:		VAILABLE FOR YOUR POLICY, UNLESS
☐ Existing Insurance ☐ Sa ☐ Gift/Inheritance ☐ Other	nsfer nnual	Premium notice should be sent to: Proposed insured address in Section A Owner address in Section B Other (complete payer information)
Retirement Funds Overdue premium or pending lapse addressee information)	e notice should also be sent to a third p	arty addressee (complete third party
	ddress	City State Zip code

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Section E: Beneficiary Information - If beneficiary	ficiary is a trust, complet	e trusi	t name & date	trust esta	ablished	
Beneficiary First and	d Last Name		elationship t oposed Insur		SSN/TIN (If known)	Percentage
Primary						
Contingent						
Section F: Life Insurance In Force and Rep	lacomont					
•		e Co	verage and F	Replacen	nent Chart	
Excluding this policy, does the Proposed Insured have any life insurance, annuity or mutual fund in force or pending, including	Full Company Name Policy Number	e &	Face Amount	Year Issued	Туре	Replacing?
life insurance sold or assigned to, or is in the					☐ Individual or	
process of being sold or assigned to, a life settlement, viatical or secondary market					Group	Yes
provider?					☐ Personal or	□No
☐Yes ☐No					Business	
If yes, complete the <i>In Force Coverage and Replacement Chart</i> .					☐ Individual or	
Excluding this policy, has there been, or will	1				☐Group	□Yes
there be, replacement of any existing life insurance, annuity or mutual fund as a result					☐ Personal or	□No
of this application? (Replacement includes,					□Business	
but is not limited to, a lapse, surrender, 1035 Exchange, loan, withdrawal, or other change					☐Individual or	
to any existing life insurance or annuity.)					Group	□Yes
☐Yes ☐No					☐ Personal or	□No
If yes, submit state replacement forms. (NOTE: State replacement forms are not					Business	
required when replacing group coverage,			<u> </u>	<u> </u>	l	
except in FL, MI, and WA.) 1035 Exchange? Yes No						
If yes, also submit the 1035 Exchange Agreem	ent form					
in yes, also submit the 1000 Exchange Agreem	CHT FORM.					
Section G: Specific Policy Date Request Are there any other Minnesota Life applications assoc Yes No	ciated with this application	1?				
If yes, provide proposed insured(s) full name(s) and w	hether the policies shoul	have	the same issu	e date		
☐ Date to save age ☐ Specific date (mm/d	dd/yyyy):		(canno	ot select	29th, 30th, or 31	st of month)

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Se	ection H: STOLI and Premium Financing	
1.	Will the Proposed Owner and/or beneficiary, and/or any entity on the Proposed Owner's behalf, receive any compensation, whether via the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or otherwise if this policy is issued?	□Yes □No
2.	Has the Proposed Owner been involved in any discussion about the possible sale or assignment of this policy or beneficial interest in a trust, LLC, or other entity created on the Owner's behalf? If yes, provide details and a copy of the applicable entity's controlling documents:	□Yes □No
3.	Is this policy being funded via a premium financing loan or with funds borrowed, advanced, or paid from another person or entity? If yes, submit the Premium Financing Advisor Attestation and Premium Financing Client Disclosure forms	□Yes □No
4.	Have you had a life expectancy report or evaluation done by an outside entity or company? If yes, please explain why the expectancy report was obtained.	□Yes □No
Se	ection I: Suitability	
1.	Is this policy in accordance with your insurance objectives and your anticipated financial needs?	□Yes □No
_	Has the representative discussed whether this policy is suitable for you?	□Yes □No
2.		
3.	Reason for purchasing policy: a. Accumulation	□Yes □No
	b. Business Planning/Key Person	☐ Yes ☐ No
	c. Charitable Giving	☐Yes ☐No
	d. Death Benefit Protection	☐Yes ☐No
	e. Estate Planning	☐Yes ☐No
	f. Retirement/Deferred Compensation	☐Yes ☐No
	g. Other	☐ Yes ☐ No
Se	ection J: Request for Illustration - Not required for variable or term products	
PΙ	ease choose one of the following:	
	An Illustration was signed and matches the policy applied for. A copy is included with this applicati been left with the applicant.	on and a copy has
	An illustration was shown or provided, but is different from the policy applied for. An illustration corpolicy as issued will be provided no later than at the time of policy delivery.	nforming to the
	No illustration conforming to the policy as applied for was shown or provided prior to or at the time of An illustration conforming to the policy as issued will be provided no later than at the time of policy	
	ection K: Money Submitted	
	s the owner paid money with this application 1A to the representative? If yes, amount \$	
Wa	is a life receipt and temporary insurance agreement given?	
Ш	Yes □No	

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Section L: Authorization, Agreements, and Signatures

AGREEMENTS: I have read, or had read to me the statements and answers recorded on this Application 1A. They are given to obtain this insurance and are, to the best of my knowledge and belief, true and complete and correctly recorded. I understand that any false statement or misrepresentation on this Application 1A and the Application 1B may result in loss of coverage under this policy subject to the incontestability provision. I agree that they will become part of this Application 1A and the Application 1B and any policy issued on it. The insurance applied for will not take effect unless the policy is issued and delivered and the full first premium is paid while the health of the Proposed Insured remains as stated in the application. If such conditions are met, the insurance will take effect as of the earlier of the Policy Date specified in the policy or the date the policy is delivered to me; the only exception to this is provided in the Life Receipt and Temporary Insurance Agreement, issued if the premium is paid in advance.

VARIABLE LIFE: I understand that the amount or the duration of the death benefit (or both) of the policy applied for may increase or decrease depending on the investment results of the sub-accounts of the separate account. I understand that the actual cash value of the policy applied for is not guaranteed and increases and decreases depending on the investment results. There is no minimum actual cash value for the policy values invested in these sub-accounts.

AUTHORIZATION: I authorize any physician, medical practitioner, hospital, clinic or other health care provider, pharmacy, pharmacy benefits manager, insurance or reinsuring company, consumer reporting agency, the Medical Information Bureau, Inc. (MIB), or employer which has any records or knowledge of my physical or mental health, and/or the physical or mental health of each minor child listed as the Proposed Insured, to give all such information and any other non-medical information relating to such persons to Minnesota Life Insurance Company or its reinsurers. This shall include ALL INFORMATION as to any medical history, consultations, diagnoses, prognoses, prescriptions or treatments and tests, including information regarding alcohol or drug abuse and AIDS or AIDS-related conditions. To facilitate rapid submission of such information, I authorize all said sources, except MIB, to give such records or knowledge to any agency employed by Minnesota Life Insurance Company to collect and transmit such information.

I understand this information is to be used for the purpose of determining eligibility for insurance and may be used for determining eligibility for benefits. I understand this information may be made available to Underwriting, Claims, support staff, licensed representatives and firms of Minnesota Life. I authorize Minnesota Life Insurance Company or its reinsurers to release any such information to reinsuring companies, the MIB, or other persons or organizations performing business or legal services in connection with my Application 1A and Application 1B, claim or as may be otherwise lawfully required or as I may further authorize. I authorize Minnesota Life Insurance Company, or its reinsurers, to make a brief report of my personal, or if applicable, my protected health information to MIB.

I agree this Authorization shall be valid for twenty-four months from the date it is signed. I may revoke this Authorization at any time by sending a written request addressed to the Individual Underwriting Department, Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098. I understand that a revocation is not effective to the extent that any action has been taken in reliance on this Authorization or to the extent that Minnesota Life Insurance Company has a legal right to contest a claim under an insurance policy or to contest the policy itself.

I understand that I, or my legal representative, have the right to request and receive a copy of this Authorization and that a photocopy of this Authorization shall be as valid as the original. I understand that no sales representative has the company's authorization, to accept risk, pass on insurability, or make, or void, waive or change any conditions or provisions of the application, policy or receipt, as applicable.

I acknowledge that I have been given the Your Privacy Is Important To Us notice.

I understand that a copy of this entire application, including Part 1B, will be attached to the policy and delivered to the policyowner.

FRAUD WARNING: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Proposed insured signature			City	State	Date			
X								
Parent/conservator/guardian signature (juvenile applications)	City	State	Date					
X								
Owner signature (required if other than proposed insured; give title if sig	City	State	Date					
X								
s replacement of existing life insurance, annuity or mutual f	und involve	d in this appl	ication?		Yes No			
believe that the information provided by this Applicant is true and accurate. I certify I have accurately recorded all nformation given by the Proposed Insured(s).								
Licensed representative signature	Date	Business teleph	none number	Firm/rep	code			
X								

F72540 Rev 9-2012

SERFF Tracking #: MNNL-128664080 State Tracking #: 12-665.03

State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name:ML Premier VUL PolicyProject Name/Number:Premier VUL/12-665.03

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:	Please see the attached certification of compliance.		
Attachment(s):			
Certification of Complian	nce.pdf		
		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	The attached exhibit application is made up of three parts Parts two and three were approved as form numbers F59 2012 under SERFF Tracking Number MNNL-128074946	9573 Rev 1-2012 and F59536 Rev 1-2	
Attachment(s):			
Exhibit Application.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Account Allocation Form		
Comments:	This is an exhibit of the administrative form used to select	t account allocations for new issues, p	policy changes and account allocation
Attachment(s):			
Account Allocation Optic	ons.pdf		
		Item Status:	Status Date:
Satisfied - Item:	Accelerated Benefit Disclosure		
Comments:	Exhibit of Disclosure form sent to owner when accelerate the Accelerated Death Benefit Agreement	on of death benefit is requested. Also	attached is the Outline of Coverage for
Attachment(s):			
F.60944A Rev 8-2012 C F60944 Rev 8-2012 no s	laim Req Discl-Projection.pdf sec.pdf		

Company Tracking #: SERFF Tracking #: MNNL-128664080 State Tracking #: 12-665.03 State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

ML Premier VUL Policy Product Name: Premier VUL/12-665.03 Project Name/Number:

Item Status: Status Date: Application Revisions Redlined Satisfied - Item: A copy of each redlined revised application is attached. Comments: Attachment(s): Redlined F59410 Rev 8-2012 no sec.pdf Redlined F59537 Rev 8-2012 no sec.pdf Redlined F59538 Rev 8-2012 no sec.pdf Redlined F65324 Rev 8-2012 no sec.pdf Redlined F72540 9-2012 no sec.pdf

		Item Status:	Status Date:				
Satisfied - Item:	Statements of Variability						
Comments:	Attached are the Statements of Variability for the	ttached are the Statements of Variability for the policy data pages and for the applications.					
Attachment(s):							
Statement of Variability Data Pages.pdf							

Securian Financial Group, Inc. 400 Robert Street North St. Paul, MN 55101-2098 www.securian.com

651.665.3500



CERTIFICATION OF COMPLIANCE

Minnesota Life Insurance Company certifies that it is in compliance with the following Arkansas Rules and Regulations and statutes:

Rule and Regulation 19 Unfair Sex Discrimination Rule and Regulation 34 Universal Life Insurance Rule and Regulation 49 Guaranty Association Notice Arkansas Statute 23-80-206 Flesch certification Arkansas Statute 23-79-138 Contact Notice External-Indexed Contract Guidelines

- 1. Minnesota Life certifies compliance with Regulation 49. A Life and Health Guaranty Notice is given to each policy owner.
- 2. Minnesota Life certifies compliance with Regulation 19s 10B. This submission meets the provisions of Regulation 19s 10B as well as all application requirements of the Department.
- 3. Minnesota Life certifies compliance with regulation 34.
- 4. Minnesota Life certifies compliance with Bulletin 11-83 and the maximum cost of insurance rates. See the attached documents. The first is the Appendix A associated with Bulletin 11-83; and the second is Appendix B, an addendum to Appendix A providing the method of calculation as required by Appendix A.
- 5. Minnesota Life certifies that the contract summary disclosure has been reviewed and is in no way deceptive, confusing or misleading and is in compliance with the External-Indexed Contract Guidelines. Minnesota Life certifies that no advertising will be used which has not been reviewed and approved by Minnesota Life. Minnesota Life certifies that all persons soliciting an external-indexed contract are qualified, suitably licensed and trained.
- 6. Minnesota Life certifies that external-indexed contracts will be addressed separately in the annual (Section 8) actuarial opinion and memorandum, addressing each year the amount and type of assets held and the level of reserves and how developed. Minnesota Life certifies that the company will establish and maintain a detailed file defining the system for hedging. Regular analysis of the effectiveness of the system will be made a part of the file. Minnesota Life certifies that the External-Indexed Contract Guidelines have been reviewed and the company is in compliance with these Guidelines.

Name: Matthew Harrington

Title: Assistant Secretary Products

Date: August 29, 2012

Application Part 1 Individual Life Insurance

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company [Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098]

Α.	Proposed	Proposed insured name (last, first, middle)									
	Insured Information	Social Security number	onth, da	y, year)		Gender	Female				
		Driver's license number	L		Issue state		Expiration da				
		Primary telephone number		Seconda	ary telephone nu	umber					
		Birthplace (state or, if outside the US, country	y) E-mail addr	ess							
		Street address (no P.O. Box)									
		City		State	ı		Zip code				
		Occupation		Years	in occupation	Inco	me	Net worth			
В.	Product	Product applied for		Base fa	ce amount			<u> </u>			
		Total annual planned premium (excluding NRP) Plan of insurance (if applicable)									
		Death benefit qualification test (if applicable, defaults to GPT if none selected) Guideline Premium Test (GPT) Cash Value Accumulation Test (CVAT) Death benefit option (if applicable, defaults to cash/level if none selected) Cash/Level Protection/Increasing Sum of Premiums									
		Dividend option (if applicable, defaults to policy improvement for AL Legend and paid-up add						cure Whole Life)			
C.	Additional Benefits and Agreements Select only those agreements available on the product(s) applied for.	☐ [Accelerated Benefit Agreement (Submit ABA Outline of Coverage form) ☐ Accidental Death Benefit Agreement \$	mount) Amount) ement in form) fild Agreement on) mount) t ement Amount) ise amount) ent Amount) ise amount)	Gui Gui S_Gui S_Gui S_Inoc Infl Lor (Su Sin Sin Agui Ter Wa	ome Protection % Lump Sum % Installment Installment Proposition Agreement perloan Protection gle Premium Deposition gle Premium Freement \$ render Value If m Insurance A iver of Charge iver of Premium iver	Agreed Agreed Paid-III	reement ry Option Ag	greement ge Amount) ement with Waiver e Amount) e (age 95 or less) Monthly Annually n) ment formation form) e Amount) al Insurance (Premium Amount)			

		UNLESS Y Omit A Omit Ir	OWING BENEFITS AND AG OU CHOOSE TO OMIT THE utomatic Premium Loan Prov offation Agreement it, VAL Summit and VAL Horiz	M: ision (Omit C	ADDED IF Cost of Liver Policy Split	ing Agre	ement	R YOU	R POLICY,
D.	Special Dating	Specifi the mo Are there a If yes, plea	o save age c date (month/day/year): nth) any other Minnesota Life appl use provide Proposed Insured re the same issue date.	ications associated	d with	this applic	cation?	ect 29th,	_	or 31st of
E.	Life Insurance In Force and Replacement Submit appropriate replacement forms (not needed if replacing group coverage).	mutual fun- process of provider? I Excluding tinsurance, but is not li to any exis	this policy, does the Proposed in force or pending, includir being sold or assigned, to a f yes, provide details in the classic policy, has there been, or annuity or mutual fund, as a mited to, a lapse, surrender, ting life insurance or annuity.)	ng life insurance so life settlement, via mart below. will there be, replaces result of this applications.	old or a tical or aceme cation? oan, wi	ent of any (Replace (Heplace (Replace)	or is in the ry marked existing the ement in or other	he it life icludes,	□ Ye	
			Full Company Name	Amount		Year ssued	☐ Indivi ☐ Grou ☐ Perso ☐ Busir ☐ Indivi ☐ Grou ☐ Perso ☐ Busir ☐ Indivi ☐ Grou ☐ Perso ☐ Ferso ☐ Grou ☐ Perso	onal or less dual or onal or less dual or onal or	Re [ill it be placed? Yes No Yes No Yes No
F.	Beneficiary Information If the beneficiary is a trust, give complete trust name and date trust established.	Primary	Beneficiary First an	d Last Name		Relation		SSN/I (If kno	- 1	Percentage

G.	Owner	Only complete this section if the Owner is different than the Insured.									
	Information	Owner name (last, first, midd	ile)								
	Submit the appropriate trust, corporate, or non-	Individual Trust (substitution of Truston Authority forms)									
	corporate form(s).	Trust (submit Certification of Trustee Authority form)									
		Corporate (submit Co Taxation of Death Be	orporate/Non-Profit Resol nefit forms)	lution and	d Employer Notific	cation Regard	ling the Potential				
		Partnership (submit F Taxation of Death Be	Partnership/LLC Resolution nefit forms)	on and E	mployer Notificati	on Regarding	the Potential				
		Other									
		Social Security or tax ID nun	Date of bi	rth or trust date							
		Street address (no P.O. box)									
		City			State	Zip code					
		Relationship to proposed ins		Telephone number							
		E-mail address									
Н.	Premium and	Premium Notice Should Be Sent To:									
	Billing Information	Proposed Insured Address in Section A Owner Address in Section G									
	illioillation	U Owner's Business/Em	ployer Address (Indicate	below)	☐ Other (Inc	dicate below)					
		Name									
		Address		City		State	Zip code				
		Payment Method:					-1				
		☐ Annual ☐ Quarterly									
		Semi-Annual									
			Payroll Deduction Plan		,						
		List Bill Plan Number		(if new plan, subm	nit List Bill Set	tup form)				
		Source of Funds:	_								
		Earnings	Sale of Investment	S							
		Existing Insurance Gift/Inheritance	☐ Savings ☐ Other								
		Retirement Funds									
		Third Party Notification (optional): If you wish, you may give us the name and address of a person whom you designate to also receive notice of an overdue premium or pending lapse. (Indicate below)									
		Name									
		Address		City		State	Zip code				

I.	Additional Premium	1035 Exchange (If yes, submit 1035 Exchange Agreement form)		Yes	No						
		Non-Repeating Premium (NRP) Regular NRP \$									
		Billable Non-Repeating Premium (Billable NRP) (If base premium is paid through a list bill, the NRP must also be billed through the same list bill.)									
		Total Annual Billable NRP \$ (Minimum annual \$600 NRP required. Minimum annual \$2,400 base page 1.50 p	remium requi	red.)							
		Include Billable NRP at issue, with first premium payment?		Yes 🗆	No						
		Payment Method									
		☐ Annual ☐ Monthly Electronic Funds Transfer ((If new plan, submit EFT/APP Authoriza)		Number							
		☐ Semi-Annual ☐ Payroll Deduction Plan (PRD) Plan t☐ Quarterly	Number			_					
		Universal Life and Whole Life Additional Premium (excluding \$	1035)								
J.	Money Submitted with Application	Has the Owner paid money with this application to the representat If yes, amount: \$	tive?	Yes 🗆] No						
	Make all checks payable to Minnesota Life.	Was a Life Receipt and Temporary Insurance Agreement given?		Yes [] No						
K.	Special Mailing Address	If mail (other than the premium notice) should be sent somewhere Address, please indicate here. Owner's Business Address Other - Indicate Name and Address Name (last, first, middle)	other than	the Owr	ier's F	lome					
		Address									
		City	State	Zip co	ode						
L.	Request for Illustration	Choose one of the following: (For Policy Exchanges, only the first of the An illustration matching the policy applied for was presented to is included with this application. The Owner/Applicant has reco	the Owner	/Applica	nt and	l a signed	І сору				
	Complete for non- variable products, excluding term.	An illustration was presented or provided to the Owner/Applicant, but is different from the policy a for. An illustration conforming to the policy as issued will be provided to the Owner/Applicant no I than at the time of policy delivery.									
		No illustration conforming to the policy as applied for was show prior to or at the time of taking this application. An illustration of provided to the Owner/Applicant no later than at the time of policy.	conforming t	the po							
M.	Proposed Insured	1. Is the proposed insured a US citizen?				☐ Yes	☐ No				
	Underwriting Information	If no, citizen of Indicate visa type									
	momation	Does the proposed insured plan to travel or reside outside the lif yes, provide the city(s) and country(s), dates, length of stay,				☐ Yes	□ No				
		3. Has the proposed insured within the last five years, or does the within the next two years, to engage in piloting a plane? If yes, and Aviation Statement.				☐ Yes	□ No				

	4. Has the proposed insured within the last five years, or does the proposed insured plan, within the next two years, to engage in skin diving (snorkel, scuba, or other), sky diving, mountain/rock climbing, horse racing, rodeo, polo, bull fighting, bungee jumping, BASE jumping, canyoneering, boxing, professional wrestling, extreme skiing, or racing (motor vehicle or boat)? If yes, complete Sports and Avocation Statement.	☐ Yes	□ No
	5. Is the proposed insured in the Armed Forces, National Guard, or Reserves? If yes, complete Military and Aviation Statement.	☐ Yes	□ No
	6. Has the proposed insured applied for insurance within the last six months? If yes, provide details below.	☐ Yes	□ No
	7. Has the proposed insured applied for life insurance in the past five years that was declined or rated? If yes, provide details below.	☐ Yes	□ No
	8. Has the proposed insured, within the past five years, been convicted of a driving while intoxicated violation, had a driver's license restricted or revoked, or been convicted of a moving violation? If yes, provide dates and details below.	☐ Yes	□ No
	9. Except for traffic violations, has the proposed insured ever been convicted of a misdemeanor or felony? If yes, provide dates and details below.	☐ Yes	□ No
1	O. Will the Proposed Owner and/or beneficiary, and/or any entity on the Proposed Owner's behalf, receive any compensation, whether via the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or otherwise if this policy is issued?	☐ Yes	□ No
1	11. Has the Proposed Owner been involved in any discussion about the possible sale or assignment of this policy or a beneficial interest in a trust, LLC, or other entity created on the owner's behalf? If yes, provide details and a copy of the applicable entity's controlling documents.	Yes	□ No
1	Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? If yes, submit the Premium Financing Advisor Attestation and Premium Financing Client Disclosure forms.	☐ Yes	□ No
1	Have you had a life expectancy report or evaluation done by an outside entity or company? If yes, please explain why the expectancy report was obtained.	☐ Yes	□ No
1	4. Is this policy in accordance with your insurance objectives and your anticipated financial needs?	☐ Yes	□ No
1	5. Has the representative discussed whether this policy is suitable for you?	☐ Yes	□ No
	6. Reason for purchasing policy:		
	a. Accumulation	Yes	□No
	b. Business Planning/Key Person	∐ Yes	∐ No
	c. Charitable Giving	∐ Yes	∐ No
	d. Death Benefit Protection	∐ Yes	∐ No
	e. Estate Planning	∐ Yes □ Yes	□ No
	f. Retirement/Deferred Compensation	∐ Yes □ Yes	∐ No □ No
	g. Other	⊔ res	⊔ I/I0

	17. A. Has the proposed insured ever smoked cigarettes?									
	C	urrent smoker	Past smoker	Packs per day	Date last cigarett	te smoked (MM, DD, YY)				
					er than cigarette	es, in any form? Yes No				
	<u>W</u>	/hat type	Current user	Past user	How much	Date of last use (MM, DD, YY)				
N. Additional Remarks										
O. Home Office	Home Off	ice Corrections	or Additions							
Endorsements	Acceptance age, gend	ce of the policy s er, amount, clas	hall ratify chang sification, plan c	es entered here or benefits unles	e by Minnesota L s agreed to in w	Life. Not to be used for change in riting.				

Application Part 2

Individual Life Insurance

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098

Prop	osed ins	sured name (last, f	rst, middle)							Date of b	oirth	
Heig	ht and w	veight		Change in	past year	•		Caus	e of weight gain or loss			
	FT	. IN.	LBS.		LBS.	GAIN	Loss					
											Yes	No
1.	Α.	A. Have you ever smoked cigarettes?										
		Current smoker	Past sm		acks per	day	Date last	cigaret	te smoked (MM, DD, YY)			
	B.	Have you eve	r used tok	oacco, oth	ner thar	n ciga	rettes, in	any	form?			
		What type	Current	Current user Past user How much Date of last use (MM, DD, YY)								
2.	Are y	you taking or d	o you take	e any pres	scriptio	n or n	on-preso	criptio	n medications or dru	gs?		
2	Цол	a vou over bod	or boon t	rooted di	00000	.d or 4	airen me	diaal	advice by a member	of the medical pr	ofooolo	n for
3.	Have you ever had or been treated, diagnosed or given medical advice by a member of the medical profession for											
	Α.											
	paralysis; sleep disorder; depression; stress disorders; anxiety disorder; or any other brain,									other brain,		
	B.	nervous, mental or emotional disorder?										
	Ь.	High blood pressure; chest pain; chest discomfort or tightness; heart attack; heart murmur; stroke; irregular heart beat; or any other disease or disorder of the heart or blood vessels?										
	C.											
		lung or respiratory disorder?										
	D. Abdominal pain; ulcer; colitis; cirrhosis; hepatitis; recurrent diarrhea; intestinal bleeding; or any											
	E.	other disease of the liver, gallbladder, pancreas, stomach, or intestines? Kidney stone; protein, sugar, blood or blood cells in the urine; or any disorder of the urinary tract,										
	L.	bladder or kidneys?										
	F.											
	_		•			_			ther sexually transmit			
	G.	Diabetes; thyr glands?	oid disord	der; lymph	node	enlar	gement;	skin d	disorder; or disorder of	of any other		
	Н.	Cancer; tumo	r or cyst?)								
	l.	Anemia, leuke			d disorc	ler?						
	J.	•	· ·				atica; art	hritis:	; gout; carpal tunnel s	syndrome; or		
		any bone, join				,	ŕ	·				
	K.	Disorder of the	-			at?						
	L.	Any physical of	•				_					
	M.	•	•	seases or	disord	ers ex	cept the	se re	lated to the Human I	nmunodeficiency		
	N.I	Syndrome (HIV virus)? N. Any chronic or recurrent fever, fatigue or viral illness?										
	N.	Any chronic o	r recurren	it fever, fa	itigue o	r vira	ı iliness?					
4.	Have	e you ever bee	n diagnos	sed by a m	nember	of the	e medica	al prof	fession or tested pos	itive for the		
									Deficiency Syndrom			
5.	Do v	ou consume al	coholic be	everages'	? If ves	wha	t kinds t	now n	nuch and how often?			
Ο.	БОУ	ou concumo u	00110110 01	ovoragoo	. n yoo	, W	t mirao, i	1011	adir and now onom.			
6.									sought or received tr	eatment, advice,		
	or co	ounseling for al	cohol or c	arugs; or j	oined a	grou	p becau	se of	alcohol or drug use?			
7.	Have	e you ever tried	or used	cocaine, h	neroin,	marijı	uana, ba	rbitur	ates or other controll	ed substances		
	exce	pt as prescribe	d by a ph	nysician?		,						

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Application Part 3 Agreements and Authorizations

Individual Life Insurance

Minnesota Life Insurance Company - A Securian Company Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098

Proposed insured name (last, first, middle)

MINNESOTA LIFE

AGREEMENTS: I have read, or had read to me the statements and answers recorded on my application. They are given to obtain this insurance and are, to the best of my knowledge and belief, true and complete and correctly recorded. I understand that any false statement or misrepresentation on this application may result in loss of coverage under this policy subject to the incontestability provision. I agree that they will become part of this application and any policy issued on it. The insurance applied for will not take effect unless the policy is issued and delivered and the full first premium is paid while the health of the Proposed Insured remains as stated in this application. If such conditions are met, the insurance will take effect as of the earlier of the Policy Date specified in the policy or the date the policy is delivered to me; the only exception to this is provided in the Life Receipt and Temporary Insurance Agreement, issued if the premium is paid in advance.

VARIABLE LIFE: I understand that the amount or the duration of the death benefit (or both) of the policy applied for may increase or decrease depending on the investment results of the sub-accounts of the separate account. I understand that the actual cash value of the policy applied for is not guaranteed and increases and decreases depending on the investment results. There is no minimum actual cash value for the policy values invested in these sub-accounts.

AUTHORIZATION: I authorize any physician, medical practitioner, hospital, clinic or other health care provider, pharmacy, pharmacy benefits manager, insurance or reinsuring company, consumer reporting agency, the Medical Information Bureau, Inc. (MIB), or employer which has any records or knowledge of my physical or mental health, and/or the physical or mental health of each minor child listed as the Proposed Insured, to give all such information and any other non-medical information relating to such persons to Minnesota Life Insurance Company or its reinsurers. This shall include ALL INFORMATION as to any medical history, consultations, diagnoses, prognoses, prescriptions or treatments and tests, including information regarding alcohol or drug abuse and AIDS or AIDS-related conditions. To facilitate rapid submission of such information, I authorize all said sources, except MIB, to give such records or knowledge to any agency employed by Minnesota Life Insurance Company to collect and transmit such information.

I understand this information is to be used for the purpose of determining eligibility for insurance and may be used for determining eligibility for benefits. I understand this information may be made available to Underwriting, Claims, support staff, licensed representatives, and firms of Minnesota Life Insurance Company. I authorize Minnesota Life Insurance Company or its reinsurers to release any such information to reinsuring companies, the MIB, or other persons or organizations performing business or legal services in connection with my application, claim or as may be otherwise lawfully required or as I may further authorize.

I agree this authorization shall be valid for twenty-four months from the date it is signed. I may revoke this authorization at any time by sending a written request addressed to the Individual Underwriting Department, Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098. I understand that a revocation is not effective to the extent that any action has been taken in reliance on this Authorization or to the extent that Minnesota Life Insurance Company has a legal right to contest a claim under an insurance policy or to contest the policy itself.

I understand that I, or my legal representative, have the right to request and receive a copy of this authorization and that a photocopy of this authorization shall be as valid as the original. I understand that no sales representative has the company's authorization, to accept risk, pass on insurability or make, or void, waive or change any conditions or provisions of the application, policy or receipt, as applicable.

I acknowledge that I have been given the Your Privacy Is Important To Us notice.

I understand that a copy of this entire application, including Part 2, will be attached to the policy and delivered to the policyowner.

FRAUD WARNING: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Proposed insured signature	Date	City		State				
X								
Owner signature (if other than proposed insured) (give title if signed on behalf of a business)	Date	City		State				
Χ								
Parent/conservator/guardian signature (juvenile applications)	Date	City		State				
X								
Is replacement of existing life insurance, annuity or mutu	al fund involve	d in this applic	ation? 🗌 Yes	□No				
I believe that the information provided by this applicant is true and accurate. I certify I have accurately recorded all information given by the Proposed Insured(s).								
Licensed representative signature			Date					
X								

Minnesota Life Insurance Company - A Securian Company Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098

INSTRUCTIONS

• For VARIABLE INDEXED UNIVERSAL LIFE PRODUCTS:

- For Account Allocations Section A
 - Net Premium %
 - Select Net Premium %.
 - Monthly Charges
 - Select one of the Monthly Charge Allocations boxes.
 - If the policy date is one month or more prior to the date the initial premium is applied, then monthly charge will be assessed proportionately until the date the premium is applied.
 - Loan Allocations
 - Indicate and submit a Policy Service Request.
- For Dollar Cost Averaging (DCA) of premium Section B
 - If you request a Dollar Cost Averaging (DCA) arrangement for premium on your VIUL policy, that net premium will be deposited in the Guaranteed Interest Account.
 - On each transfer date (3rd Friday of the month), approximately 1/12 of the net premium in the Guaranteed Interest Account (designated for DCA) will be transferred out of the Guaranteed Interest Account and into your current account allocations.
 - These transfers will continue monthly on the transfer date for twelve months from the effective date of each payment, unless you request to cancel the arrangement, or until the total value in the Guaranteed Interest Account (designated for DCA) is zero.
- For Rebalancing Section C.
 - If completing Section 4, then the cash value of the selected FROM accounts will be allocated in total to the TO accounts according to the percentages or dollar amounts indicated.
 - Rebalancing from a Fixed Indexed Account is not available. However, you may rebalance in to a Fixed Indexed Account.
- For Transfers Section D
 - Transfers from fixed indexed accounts will always affect all segments within that fixed indexed account.
 - The value in each segment will be transferred on the segment term date.

Allocation Options for Variable Indexed Universal Life Products Policy number (for existing policies) Insured name Owner name (if different from insured) Firm/rep code VARIABLE INDEXED UNIVERSAL LIFE PRODUCTS This transaction was initiated by:
Policyowner Representative A. Account Allocations Select Net Premium Allocations. Allocations must be in increments of 1%; minimum is 1%. Allocations must total 100%. Check one for Monthly Charge Allocations: Request to assess Monthly Charge Allocations other than proportionately (indicate below). Request the same Monthly Charge Allocations as the Net Premium Selection. Request to cancel existing Monthly Charge Allocations. **ACCOUNT OPTIONS NET MONTHLY** LOAN **PREMIUM CHARGES** % % % **Guaranteed Interest Account** Franklin Small Cap Value Securities Ibbotson Aggressive Growth ETF Asset Allocation Portfolio Ibbotson Balanced ETF Asset Allocation Portfolio Ibbotson Conservative ETF Asset Allocation Portfolio Ibbotson Growth ETF Asset Allocation Portfolio Ibbotson Income & Growth ETF Asset Allocation Portfolio Ivy Funds VIP Asset Strategy SFT Advantus Bond Fund SFT Advantus Index 400 Mid-Cap Fund SFT Advantus Index 500 Fund SFT Advantus Real Estate Securities Fund Vanguard® VIF International Vanguard® VIF Small Company Growth INDEX ALLOCATION OPTIONS

Fixed Index Account A		
Index A: S&P 500® ¹ 100%		
Participation		
Index B: S&P 500® ¹ 140%		
Participation		

В.	Dollar	Cost .	Averagiı	ıg (D0	CA) of	premium	(check a	ıll that	appl	ly)
----	--------	--------	----------	--------	--------	---------	----------	----------	------	-----

Ш	Dollar Cost Average initial premium. (Internal and external 1035 premium will also be Dollar Cost Averaged)
	Dollar Cost Average one-time premium of \$ (payment enclosed).
	Dollar Cost Average all future premiums. (Not allowed for monthly premium payment).
	Cancel my Dollar Cost Averaging Arrangement. (All future DCA transfers will be cancelled. Any value
	remaining in the Guaranteed Interest Account designated for DCA will remain in the Guaranteed Interest
	Account unless you request a transfer or rebalance).

INDEXED DISCLOSURES

(1)S&P 500®, Standard & Poor's 500® index, Standard & Poor's®, "S&P®", "S&P 500®", "Standard & Poor's 500®", and "500" are trademarks of Standard & Poor's and have been licensed for use by Minnesota Life Insurance Company ("Minnesota Life"). The policy is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of investing in the Product.

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All	ocation Opti	ons for Variable Indexe	ed Universal Life	Products		
Po	olicy number (for	existing policies) Insured nan	10	Owner name (if different from insured)	Date	Firm/rep code
_		VARIAB	LE INDEXED U	UNIVERSAL LIFE PRODUCTS		
				y: \square Policyowner \square Representa		
To	o elect a con	nbination of Rebalanc		ansfer and Systematic transfer,	complete a se	eparate pag
			fo	or each.		
C	REBALAI	NCE				
		policy, I elect to (check	all that apply)			
				cannot be rebalanced).		
				ralue (complete chart below)		
		ematic rebalance (comp				
	-	ocations of a systematic				
	_	frequency of a systema				
	_	systematic rebalance d		=		
	-	systematic rebalance (c		,		
		•	-	new premium allocation (comple	te Section A)	
		FROM		TO	,	
		ALL Accumulation	Value from	Account:	%	
		subaccounts and gua	ranteed	Account:	%	
		interest account.		Account:	%	
				Account:	%	
				Account:	%	
				Account:	%	
			<u> </u>	Account:	%	
				Account:	%	
_						
	TRANSFI		11 .1 . 1 .			
		policy, I elect to (check		A A		
		ansfers not allowed fr				
Ш		transfer of accumulation		te 4)		
Ш		tematic Transfer (comp		1-4- 1 4)		
		ocations of a Systematic				
		quency of a Systematic Systematic Transfer da				
	_	•		2)		
	Cancel the	Systematic Transfer (co	ompiete 1)			
		Complete the appro	nriate sections l	below for the requested transact	ion ahove	
	Start/Char			ystematic Transfer only)	ion above	
	☐ Change of	·	Month	Year		
	☐ End Syst	on ematic Transfer on	Month	Year		
		IUL products				
		(options 1-28)				
•	Frequency	for VIUL products				
		-	mi-Annual	Annual		

4. Allocations

- Transfer or Systematic Transfer amounts indicated must all be in % or all in \$.
- Percentages must be in increments of 1%; minimum is 1%.
- Dollar amounts must be in whole dollars.
- If selecting to move 'FROM' any Indexed Allocation Options, the 'TO' column must be designated in whole percentages.
- The 'FROM' columns total must match the 'TO' columns total.
- The 'TO' column must total 100%.

FROM

ACCOUNT OPTIONS	
Guaranteed Interest Account	\$ %
Franklin Small Cap Value Securities	\$ %
Ibbotson Aggressive Growth ETF Asset Allocation Portfolio	\$ %
Ibbotson Balanced ETF Asset Allocation Portfolio	\$ %
Ibbotson Conservative ETF Asset Allocation Portfolio	\$ %
Ibbotson Growth ETF Asset Allocation Portfolio	\$ %
Ibbotson Income & Growth ETF Asset Allocation Portfolio	\$ %
Ivy Funds VIP Asset Strategy	\$ %
SFT Advantus Bond Fund	\$ %
SFT Advantus Index 400 Mid-Cap Fund	\$ %
SFT Advantus Index 500 Fund	\$ %
SFT Advantus Real Estate Securities Fund	\$ %
Vanguard® VIF International	\$ %
Vanguard® VIF Small Company Growth	\$ %

INDEX ALLOCATION OPTIONS	N/A	%
Fixed Index Account A	N/A	%
Index A: S&P 500® ¹ 100% Participation	N/A	%
Index B: S&P 500® ¹ 140% Participation	N/A	%

TO

ACCOUNT OPTIONS	
Guaranteed Interest Account	\$ %
Franklin Small Cap Value Securities	\$ %
Ibbotson Aggressive Growth ETF Asset Allocation Portfolio	\$ %
Ibbotson Balanced ETF Asset Allocation Portfolio	\$ %
Ibbotson Conservative ETF Asset Allocation Portfolio	\$ %
Ibbotson Growth ETF Asset Allocation Portfolio	\$ %
Ibbotson Income & Growth ETF Asset Allocation Portfolio	\$ %
Ivy Funds VIP Asset Strategy	\$ %
SFT Advantus Bond Fund	\$ %
SFT Advantus Index 400 Mid-Cap Fund	\$ %
SFT Advantus Index 500 Fund	\$ %
SFT Advantus Real Estate Securities Fund	\$ %
Vanguard® VIF International	\$ %
Vanguard® VIF Small Company Growth	\$ %

		Total 100%
Index B: S&P 500® ¹ 140% Participation	N/A	%
Index A: S&P 500® ¹ 100% Participation	N/A	%
Fixed Index Account A	N/A	%
INDEX ALLOCATION OPTIONS	N/A	%

400 Robert Street North St. Paul, MN 55101-2098 651.665.3500 Tel

MINNESOTA LIFE

A Minnesota Mutual Company

Date

John A. Doe 123 Quiet St Capitol City, MN 55111 ACCELERATED BENEFIT AGREEMENT DISCLOSURE STATEMENT

Anniversary: February 1 Policy Number: 1-000-0010 Insured: John A. Doe

This acknowledges your request for payment under the Accelerated Benefit Agreement, [Form #] in your policy.

Requested Payment: [\$] Payment Method: [Single Sum]

This <u>Disclosure Statement</u> highlights important conditions of the benefit agreement and the effect the payment will have on your policy.

- The payment will be a loan against the Death Benefit. This loan and interest will be due and payable at the insured's death, and they will reduce death proceeds the beneficiary will receive at that time.
- [The Irrevocable Beneficiary must agree, in writing, to this payout.]

Current Policy Values

Death Benefit	[\$]
Total Premium	[\$	Ī.
Paid to	l date	ī

Future Death Benefit Available after this Request

Net Death Benefit [\$]
Existing Policy Loan [\$]
Accelerated Benefit Loan [\$]

- Interest is the greater of the "published monthly average" of the Moody's Composite Average of Yields on Bonds, or 8%. Interest is payable in arrears on each policy anniversary.
- Once benefits are received, you must keep the policy in force paying premiums when due, unless
 you are eligible to have premium waived under the Waiver of Premium Agreement. Otherwise,
 unpaid premiums will be added to the accelerated benefit loan and deducted from death proceeds.
- Payments are not long term care or nursing home insurance.
- Receipt of accelerated benefit payments may adversely affect the recipient's eligibility for Medicaid
 or other government benefits or entitlements.
- Receipt of payments may be taxable to you. You should consult with your personal tax advisor.

Enclosed with this Disclosure Letter is an agreement between you and Minnesota Life to process the loan for the acceleration. Upon return of the signed Agreement to our office, we will begin processing your request.

If you have any questions, please write us or call toll free 1-800-641-4611.

Sincerely,

Individual Claims Administration

[cc: Irrevocable Beneficiary, Assignee]

F.60944A Rev 8-2012

Outline of Coverage Accelerated Benefit Agreement

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098

This outline describes features of the Accelerated Benefit Agreement which will be issued with your policy. This outline is not a contract, as only the actual Agreement provisions control. It is, therefore, important that, when presented to you for delivery, you Read Your Policy Carefully!

The <u>Accelerated Benefit Agreement</u> provides the option to have part of the policy's death benefit paid to you if the insured has a terminal condition. The payment is a loan against the death benefit, which is repaid when the insured dies. Any balance of the death proceeds will be paid to the beneficiary. The agreement will be included in the policy without premium cost to you. Here are some highlights of the benefit:

- 1. A terminal condition is one, caused by sickness or accident, which directly results in reducing the insured's life expectancy to 12 months or less. You must supply us with evidence of this fact, certified by a qualified physician. We may also ask for independent verification at our expense.
- 2. The maximum accelerated benefit is the lesser of 75% of the death benefit or \$1,000,000, or the lesser of that amount which has been further reduced by the amount of any irrevocable settlement option you may have elected. The minimum payment is \$10,000. You can have the payment in one sum, or in another mutually agreeable manner.
- 3. The interest rate will be set when we process the benefit payment. The rate will not exceed the greater of the published Moody's Composite Average of Yields on Bonds, or the policy loan interest rate. Interest on the portion of the unpaid benefit balance, equal to the policy loan value, will not exceed the policy loan interest rate. Unpaid interest will be added to the balance of the accelerated benefit.

If your policy is a term policy, the interest rate will not exceed the greater of the published Moody's Composite Average of Yields on Bonds, or 8%. Interest on the portion of the unpaid benefit balance, equal to the policy loan value, will not exceed 8%. Unpaid interest will be added to the balance of the accelerated benefit.

- 4. The policy is affected by accelerated benefits you receive, as follows:
 - Death proceeds are reduced by the amount of accelerated benefits paid plus accrued interest.
 - Loan or cash surrender values, if any are associated with this policy, are available only if they exceed
 the accelerated benefits paid plus accrued interest.
 - If your policy is a participating policy, we expect no further dividends will be declared for participating
 policies after the accelerated benefit has been paid.
- 5. This is not long term care or nursing home insurance. And, you may not be eligible for this benefit if:
 - creditors, in bankruptcy or otherwise, require this option to meet claims; or
 - a government agency requires this option to apply for, obtain, or keep entitlement benefits.
- 6. The receipt of any accelerated benefit payment may be taxable to you. You should seek assistance from your personal tax advisor.

Please date and sign as indicated and keep a application.	a copy. Send the original copy to Minnesota Life with the insurance
I have read this Outline of Coverage on _	(Date).

Registered representative signature (witness)	Applicant signature (owner)
X	X

Application Part 1

Individual Life Insurance

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company [Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098]

A.	Proposed	Proposed insured name (last, first, middle)						
	Insured Information	Social Security number Date of birth (m		nonth, day, year)			Gender Male Female	
		Driver's license number			Issue state		Expiration date	
		Primary telephone number		Secon	dary telephone nu	ımber		
		Birthplace (state or, if outside the US, country	/) E-mail addr	ess				
		Street address (no P.O. Box)						
		City		State			Zip code	
		Occupation		Yea	rs in occupation	Incor	me	Net worth
В.	Product	Product applied for		Base f	ace amount			
		Total annual planned premium (excluding NR			(if applicable)			
		Death benefit qualification test (if applicable,						
		Guideline Premium Test (GPT) Cash Death benefit option (if applicable, defaults to	Value Accumulate cash/level if nor	tion Te: ie sele	st (CVAT) cted)			
			☐ Sum of Prem		,			
		Dividend option (if applicable, defaults to police	cy improvement for	or AL L	_egend and paid-ι	ıp add	litions for Se	ecure Whole Life)
C. Additional Benefits and Agreements Select only those agreements available on the product(s) applied for.		☐ [Accelerated Benefit Agreement (Submit ABA Outline of Coverage form) ☐ Accidental Death Benefit Agreement \$ (Coverage AI Additional Insurance Agreement \$ (Coverage AI Business Continuation Agreement Business Value Enhancement Agree Select one: ☐ Maximum Single Premium ☐ Level Premium with PDA (Submit Premium Deposit Account Information Children's Term or Family Term - Chil (Submit Family/Children's Term Application \$ (Coverage AI Death Benefit Guarantee Agreement ☐ Enhanced Guaranteed Agreement ☐ Enhanced Guaranteed Choice Agreement ☐ Estate Preservation Agreement ☐ Estate Preservation Choice Agreement ☐ Estate Preservation Choice Agreement ☐ Estate Preservation Choice Agreement ☐ Extended Conversion Agreement ☐ Extended Conversion Agreement ☐ Extended Maturity Agreement ☐ Extended	mount) Amount) ment n form) Id Agreement on) mount) t ement Amount) se amount) ent Amount)		come Protection % Lump Sum % Installment Installment Protection Agreemed Submit LTC Supple Verloan Protection Fremium Deposit Submit Premium Dringle Life Term Ingle Premium Fremium Protection Ingle Premium Fremium Protection Ingle Premium Fremium Protection Ingle Premium Fremium Fremium Protection Ingle Premium Fremium Fremium Fremium Premium Premium Fremium Fremi	e Agree Agree L Agree L As (min Agree ent Agree ent Agree ent Agree ent Agree Enhala agree s Agree	eement y Option A(Coverage(Coverage(Coverage	agreement age Amount) eement with Waiver ge Amount) ge (age 95 or less) Monthly Annualt on) ement aformation form) ge Amount) nal Insurance (Premium Amount)
		Face Amount Increase Agreement First to Die Agreement		⊔ U –	ther]			
		\$(Coverage Ar	mount)					

		UNLESS Y Omit A Omit Ir	OWING BENEFITS AND AGO OU CHOOSE TO OMIT THE utomatic Premium Loan Provolation Agreement it, VAL Summit and VAL Horization (VAL Horization)	M: ision (Omit Cost	DED IF AVAIL of Living Agroy y Split Agreer	eement	R YOU	R POLICY,
D.	Special Dating	Specifi the mo Are there a If yes, plea	o save age c date (month/day/year): nth) any other Minnesota Life appl se provide Proposed Insured e the same issue date.	ications associated	d with this	application?	elect 29th,		or 31st of
E.	Life Insurance In Force and Replacement Submit appropriate replacement forms (not needed if replacing group coverage).	mutual fun- process of provider? I Excluding tinsurance, but is not li to any exis	this policy, does the Proposed in force or pending, includir being sold or assigned, to a f yes, provide details in the classistic policy, has there been, or annuity or mutual fund, as a mited to, a lapse, surrender, ting life insurance or annuity.)	ng life insurance so life settlement, viat mart below. will there be, replates result of this applications.	Id or assignment of acement of acement of acement of an, withdo	gned, or is in condary mark of any existing Replacement in rawal, or other	the et life ncludes, change	□ Y	es □ No es □ No
			Full Company Name	Amount	Yea Issue	Indiv Grou Pers Busi Indiv Grou Pers Busi Indiv	onal or ness ridual or up onal or ness ridual or up onal or	Re	/ill it be placed? Yes No Yes No Yes No
F.	Beneficiary Information If the beneficiary is a trust, give complete trust name and date trust established.	Primary	Beneficiary First ar	d Last Name		elationship to posed Insured	SSN/		Percentage

G.	Owner	Only complete this section if the Owner is differ	rent than	the Insured.				
	Information	Owner name (last, first, middle)						
	Submit the appropriate trust,	☐ Individual						
	corporate, or non-	☐ Trust (submit Certification of Trustee Authority form)						
	corporate form(s).	Corporate (submit Corporate/Non-Profit Resolu Taxation of Death Benefit forms)	Employer Notific	cation Rega	rding the Potential			
		Partnership (submit Partnership/LLC Resolution Taxation of Death Benefit forms)	n and Em	nployer Notificati	on Regardir	ng the Potential		
		Other_						
		Culei						
		Social Security or tax ID number			Date of	birth or trust date		
		Street address (no P.O. box)			1			
		City	8	State	Zip cod	e		
		Relationship to proposed insured	Т	elephone number				
		E-mail address						
		E-mail address						
Н.	Premium and	Premium Notice Should Be Sent To:						
	Billing Information	☐ Proposed Insured Address in Section A ☐ Owner Address in Section G						
	mormation	U Owner's Business/Employer Address (Indicate b	pelow)	☐ Other (Ind	dicate below	/)		
		Name						
		Address	City		State	Zip code		
		Payment Method:						
		☐ Annual ☐ Quarterly						
		☐ Semi-Annual ☐ Monthly Electronic Func (If new plan, submit EFT A			mber			
		Payroll Deduction Plan (
		List Bill Plan Number	(if	new plan, subn	nit List Bill S	Setup form)		
		Source of Funds:						
		☐ Earnings ☐ Sale of Investments						
		Existing Insurance Savings						
		☐ Gift/Inheritance ☐ Other ☐ Retirement Funds						
		Third Party Notification (optional):						
		If you wish, you may give us the name and address of an overdue premium or pending lapse. (Indicate		son whom you o	designate to	also receive notice		
		Name	,					
		Address	⊃i+.,		Ctoto	Zin anda		
		Address	City		State	Zip code		

I.	Additional Premium	1035 Exchange (If yes, submit 1035 Exchange	Agreement form)	□ Y	es 🗌 No		
		Non-Repeating Premium Regular NRP \$	(NRP)				
		Billable Non-Repeating Pr (If base premium is paid through	remium (Billable NRP) gh a list bill, the NRP must also be billed thr	ough the same	list bill.)		
		Total Annual Billable NF (Minimum annual \$600 NR	RP \$ RP required. Minimum annual \$2,400 base p	remium require	ed.)		
			issue, with first premium payment?	☐ Y	es 🗌 No		
		Payment Method Annual	☐ Monthly Electronic Funds Transfer (EFT) Plan Nu	ımber		
		☐ Semi-Annual ☐ Quarterly	(If new plan, submit EFT/APP Authoriza Payroll Deduction Plan (PRD) Plan I	tion) ´			
		Universal Life and Whole \$	Life Additional Premium (excluding	1035)			
J.	Money Submitted with Application	Has the Owner paid money If yes, amount: \$	with this application to the representat	tive?	∕es □ No		
	Make all checks payable to Minnesota Life.	Was a Life Receipt and Ter	mporary Insurance Agreement given?		∕es □ No		
K.	Special Mailing Address	If mail (other than the prem Address, please indicate he Owner's Business Address Other - Indicate Name an Name (last, first, middle)	ess	other than th	ne Owner's H	ome	
		Address					
		City		State	Zip code		
L.	Request for Illustration	☐ An illustration matching	g: (For Policy Exchanges, only the first of the policy applied for was presented to blication. The Owner/Applicant has reco	the Owner/A	-	a signed	І сору
	Complete for non- variable products, excluding term.		ented or provided to the Owner/Applica orming to the policy as issued will be pr by delivery.				
		prior to or at the time of	ng to the policy as applied for was show f taking this application. An illustration of Applicant no later than at the time of po	conforming to			
М.	Proposed Insured	1. Is the proposed insured If no, citizen of	a US citizen?			☐ Yes	☐ No
	Underwriting Information						
			red plan to travel or reside outside the lest and country(s), dates, length of stay,			☐ Yes	□ No
			ed within the last five years, or does the s, to engage in piloting a plane? If yes,			☐ Yes	□ No

4. Has the proposed insured within the last five years, or does the proposed insured plan, within the next two years, to engage in skin diving (snorkel, scuba, or other), sky diving, mountain/rock climbing, horse racing, rodeo, polo, bull fighting, bungee jumping, BASE jumping, canyoneering, boxing, professional wrestling, extreme skiing, or racing (motor vehicle or boat)? If yes, complete Sports and Avocation Statement.	☐ Yes	□ No
5. Is the proposed insured in the Armed Forces, National Guard, or Reserves? If yes, complete Military and Aviation Statement.	☐ Yes	□ No
6. Has the proposed insured applied for insurance within the last six months? If yes, provide details below.	☐ Yes	□No
7. Has the proposed insured applied for life insurance in the past five years that was declined or rated? If yes, provide details below.	☐ Yes	□ No
8. Has the proposed insured, within the past five years, been convicted of a driving while intoxicated violation, had a driver's license restricted or revoked, or been convicted of a moving violation? If yes, provide dates and details below.	☐Yes	□ No
9. Except for traffic violations, has the proposed insured ever been convicted of a misdemeanor or felony? If yes, provide dates and details below.	☐ Yes	□ No
10. Will the Proposed Owner and/or beneficiary, and/or any entity on the Proposed Owner's behalf, receive any compensation, whether via the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or otherwise if this policy is issued?	☐ Yes	□ No
11. Has the Proposed Owner been involved in any discussion about the possible sale or assignment of this policy or a beneficial interest in a trust, LLC, or other entity created on the owner's behalf? If yes, provide details and a copy of the applicable entity's controlling documents.	☐ Yes	□ No
12. Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? If yes, submit the Premium Financing Advisor Attestation and Premium Financing Client Disclosure forms.	☐ Yes	□ No
13. Have you had a life expectancy report or evaluation done by an outside entity or company? If yes, please explain why the expectancy report was obtained.	☐ Yes	□ No
14. Is this policy in accordance with your insurance objectives and your anticipated financial needs?	☐ Yes	□ No
15. Has the representative discussed whether this policy is suitable for you?	☐ Yes	□ No
16. Reason for purchasing policy:		
a. Accumulation	☐ Yes	□No
b. Business Planning/Key Person	☐ Yes	∐ No
c. Charitable Giving	∐ Yes	∐ No
d. Death Benefit Protection	∐ Yes	∐ No
e. Estate Planning	∐ Yes	∐ No
f. Retirement/Deferred Compensation	∐ Yes	∐ No
g. Other	☐ Yes	□ No

	17. A. H	as the proposed	insured ever sn	noked cigarettes	s? 🗌 Yes 🗌	No
	C	urrent smoker	Past smoker	Packs per day	Date last cigarett	te smoked (MM, DD, YY)
					er than cigarette	es, in any form? Yes No
	<u>W</u>	/hat type	Current user	Past user	How much	Date of last use (MM, DD, YY)
N. Additional Remarks						
O. Home Office	Home Off	ice Corrections	or Additions			
Endorsements	Acceptance age, gend	ce of the policy s er, amount, clas	hall ratify chang sification, plan c	es entered here or benefits unles	e by Minnesota L s agreed to in w	Life. Not to be used for change in riting.

Policy Change Application No Underwriting Required

Individual Life Insurance

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company [Individual Life Policy Administration • 400 Robert Street North • St. Paul, Minnesota 55101-2098]

A.	Request	Policy number(s)	Insured name (last, first, middle)
	Information	Money submitted with application	Effective date of change
	Make all checks	\$	☐ Current Date ☐ Date Of Next EFT/APP Draw
	payable to Minnesota Life.	Receipt Given	Other (Indicate mm/yy and reason)
 R	Owner	Owner name (last, first, middle)	
υ.	Information		
		Telephone number	E-mail address
C.	Address Adjustments	Change Owner Home Address Add/Change Mailing Address (C Premium Notices Only Name (last, first, middle)	1 · · · · · · · · · · · · · · · · · · ·
		Address	
		City	State Zip
D.	Face Amount Adjustments	Change Face Amount: \$(Unless otherwise indicated, for Adju	ustable products, we will maintain the premium and adjust the plan.)
		☐ Cost Of Living Alternate Exercise☐ Inflation Agreement Exercise	AIO/AIOW/FAIA/GIO Exercise Alternate Option Date: (Attach Proof)
E.	Premium and Billing Information	Premium Adjustment Change Total Annual Planned Pr (Unless otherwise indicated, for Adju	remium Amount: \$
		☐ Semi-Annual ☐ (If new plants) ☐ List Bill F	Electronic Funds Transfer (EFT/APP) Plan Number:an, submit EFT/APP Authorization) Plan Number:an, submit List Bill form) Deduction Plan (PRD) Plan Number:
		Source of Funds Earnings Sale Existing Insurance Gift/Inheritance Retirement Funds	
		Non-Repeating Premium (NRP) Regular NRP \$	☐ Increase Face By NRP Amount NRP Amount
		Billable Non-Repeating Premium ((If base premium is paid through a list bil	(Billable NRP) II, the NRP must also be billed through the same list bill.)
		Total Annual Billable NRP \$(Minimum annual \$600 NRP required	d. Minimum annual \$2,400 base premium required.)
			hly Electronic Funds Transfer (EFT/APP) Number (If new plan, submit EFT/APP Authorization)
		☐ Semi-Annual ☐ Payro ☐ Quarterly	oll Deduction Plan (PRD) Plan Number
===	F07 D 0 0040		

		1035 Exchange ☐ Yes ☐ No (If yes, submit 1035 Exchange Agreement form)
F.	Plan Adjustments	Change Plan Of Insurance: Life At Age: Protection To Age: Unless otherwise indicated, for Adjustable products, we will maintain the face amount and adjust the premium.
G.	Partial Surrenders	□ Partial Surrender to Cash: \$ or □ Max Amount □ Partial Surrender to Eliminate Policy Loan (Dividend additions and accumulations will be surrendered first) The death benefit amount will be reduced. If a correct Social Security or Tax ID number is not provided, the IRS requires Minnesota Life to withhold 10% of any taxable gain, irrespective of the withholding election. This applies to all partial
		surrenders and loan eliminations with taxable gain. Complete withholding section and enter Social Security number/tax ID number below. Yes, I elect withholding No, I do not elect withholding
		Owner's Social Security number/tax ID number
H.	Systematic Distributions	☐ Partial Surrender ☐ Partial Surrender to Basis Then Loans (select loan type for index product) ☐ Fixed Loan Interest Rate ☐ Variable Loan Interest Rate Amount of Distribution \$ Start Date of Distributions Frequency: ☐ Monthly or ☐ Annually Distribution Day: ☐ 10th or ☐ 20th
ī.	Conversions	Conversion Term Insurance At Attained Age
_	Othor	advanced or paid from another person or entity? If yes, submit the Premium Financing Advisor Attestation and Premium Financing Client Disclosure forms.
J.	Other Adjustments	☐ Change Death Benefit Option To: ☐ Cash/Level ☐ Protection/Increasing ☐ Sum of Premiums The Protection death benefit option generally requires underwriting. If changing from Level Death Benefit Option the face amount will decrease. ☐ Change Dividend Option To:
		Automatic Premium Loan Provision Add Remove

K. Additional Maintain Current Annual Premium ☐ Change Current Annual Premium Accordingly Agreements CHANGE NEW **REMOVE** ADD **AMOUNT AMOUNT** Select only those П [Accelerated Benefit Agreement agreements available on the (Submit ABA Outline of Coverage form) products applied Accidental Death Benefit Agreement Additional Insurance Agreement Adjustable Survivorship Life Agreement \$ **Business Continuation Agreement** Business Value Enhancement Agreement \$ Children's Term or Family Term Children's Agreement Cost of Living Agreement Death Benefit Guarantee Agreement* Early Values Agreement* **Enhanced Guaranteed Agreement** Enhanced Guaranteed Choice Agreement Estate Preservation Agreement Estate Preservation Choice Agreement Exchange of Insureds Agreement **Extended Conversion Agreement** Face Amount Increase Agreement Family Term - Spouse Agreement First to Die Agreement Flexible Term Agreement Guaranteed Income Agreement Guaranteed Insurability Option Agreement Guaranteed Insurability Option Agreement with Waiver **Guaranteed Protection Waiver** Income Protection Agreement** Inflation Agreement Interest Accumulation Agreement \$ Long-Term Care Agreement (Submit LTC Supplemental Application) Overloan Protection Agreement Policy Enhancement Agreement % (Indicate a whole number from 3 to 10%) Policy Split Agreement Premium Deposit Account Agreement (Submit Premium Deposit Account Information form)

*Can only be added when converting term insurance to a new policy.

Single Life Term Agreement
Single Premium Paid Up Additional
Insurance Agreement

Term Insurance Agreement

Other:

Waiver of Charges Agreement

Waiver of Premium Agreement

Surrender Value Enhancement Agreement

П

^{**}Can only be changed when converting term insurance into an existing policy.

L.	Life Insurance In Force and Replacement	Excluding this policy, do in force or pending?	es the Insured have any life	insurance, annuity or mutual	fund	Yes	□ No
	Submit appropriate replacement forms (not needed if replacing group coverage).	insurance, annuity or mincludes, but is not limit	utual fund, as a result of this ed to, a lapse, surrender, 10 sting life insurance or annuit	e, replacement of any existing s application? (Replacement 35 Exchange, loan, withdrawa y.) If yes, provide details on t	al, or	Yes	□ No
M.	Additional Remarks						
N.	Home Office Endorsements		y shall ratify changes entere	ed here by Minnesota Life. Not unless agreed to in writing.	to be used for	chan	ge in
0.	Agreements	They are given to obtain correctly recorded. I agr VARIABLE LIFE: I und policy applied for may	n this insurance and are, to see that they will become pa erstand that the amount of increase or decrease dep	statements and answers recordine best of my knowledge and art of this application and any part the duration of the death beending on the investment rethat the actual cash value of	I belief, true, co policy issued on penefit (or both esults of the si	mplet it. it. of t ub-	the and
				pending on the investment invested in these sub-acco		is no	,
		FRAUD WARNING: Any may be guilty of a crimin	y person who knowingly pre nal offense and subject to p	sents a false statement in an enalties under state law.	application for i	nsura	ınce
	Change Service Repres	sentative (Print name/code assigned)	Representative name		Firm/rep code		
(gi	vner signature ve title if signed on beha		Date	City		S	State
(gi	signee signature ve title if signed on beha	If of a business)	Date	City		S	State
	evocable beneficiary sign ve title if signed on beha	nature If of a business)	Date	City		S	State
(ju	rent/conservator/guardia venile applications)	n signature	Date	City		S	State
<u>Х</u> I b	elieve that the informatio	n provided by this applicant	is true and accurate. I certify I h	ave accurately recorded all inforn	nation given by th	ie Owi	ner(s).
Lic	ensed representative sig	nature		Firm/rep code	Date		

Policy Change Application Part 1 Underwriting Required

Individual Life Insurance

Minnesota Life Insurance Company - A Securian Company

[Individual Life Policy Administration • 400 Robert Street North • St. Paul, Minnesota 55101-2098]

MINNESOTA LIFE

A.	Request	Policy number(s)	Insured name (last, first, middle)
	Information	Money submitted with application	Effective date of change
	Make all checks		
	payable to	\$	☐ Current Date ☐ Date Of Next EFT/APP Draw
	Minnesota Life.	U Receipt Given Owner name (last, first, middle)	U Other (Indicate mm/yy and reason)
B.	Owner Information	Owner hame (last, lifst, middle)	
	illiorillation	Telephone number Primary	E-mail address
		☐ Secondary	
C.	Address Adjustments	Change Owner Home Address Add/Change Mailing Address (C Premium Notices Only Name (last, first, middle)	Check One): All Correspondence Other Than Premium Notice All Mail
		Address	
		City	State Zip
D.	Face Amount Adjustments	Change Face Amount: \$(Unless otherwise indicated, for Adj	ustable products, we will maintain the premium and adjust the plan.)
		Cost Of Living Alternate Exercis	e AIO/AIOW/FAIA/GIO Exercise
		Inflation Agreement Exercise	Alternate Option Date: (Attach Proof)
E.	Premium and Billing Information	Premium Adjustment Change Total Annual Planned F (Unless otherwise indicated, for Adj	Premium Amount: \$ustable products, we will maintain the face amount and adjust the plan.)
		Payment Method	
		☐ Annual ☐ Mor	hthly Electronic Funds Transfer (EFT/APP) Plan Number:ew plan, submit EFT/APP Authorization)
			Bill Plan Number:
			ew plan, submit List Bill form)
		☐ Quarterly ☐ Pay	roll Deduction Plan (PRD) Plan Number:
		Source of Funds	
			e of Investments
		Existing Insurance Sav	
		☐ Gift/Inheritance ☐ Othe ☐ Retirement Funds	er
		Non-Repeating Premium (NRP)	
		Regular NRP \$	☐ Increase Face By NRP Amount NRP Amount
		Billable Non-Repeating Premium (If base premium is paid through a list b	(Billable NRP) ill, the NRP must also be billed through the same list bill.)
		Total Annual Billable NRP \$(Minimum annual \$600 NRP require	ed. Minimum annual \$2,400 base premium required.)
		Payment Method	
			thly Electronic Funds Transfer (EFT/APP) Plan Numberw plan, submit EFT/APP Authorization)
			oll Deduction Plan (PRD) Plan Number

1035 Exchange
Change Plan Of Insurance: Life At Age: Protection To Age: (Unless otherwise indicated, for Adjustable products, we will maintain the face amount and adjust the premium.)
Partial Surrender to Cash: \$ or
□ Partial Surrender □ Partial Surrender to Basis Then Loans (select loan type for index product) □ Fixed Loan Interest Rate □ Variable Loan Interest Rate Amount of Distribution \$ Start Date of Distributions Frequency: □ Monthly or □ Annually Distribution Day: □ 10th or □ 20th
Conversion Term Insurance At Attained Age

J.	Other	☐ Change Death Benefit Option To:			☐ Chang	ge Dividend Option	n To:
	Adjustments	☐ Cash/Level ☐ Protection/Increasing	g 🗌 Sum	n of Premiums			
		The Protection death benefit option generally changing from Level Death Benefit Option the To maintain current face amount check below	requires e face am	underwriting. If ount will decrease			
		☐ Maintain Face Amount					
		☐ Improve Risk Class					
		☐ Maintain current annual premium☐ Reduce current annual premium					
		Add Non-Smoker/Non-Tobacco Designati	on				
		Do you currently smoke any cigarettes cigarettes in the past 12 months?	or have y	ou smoked any		☐ Yes	☐ No
		Do you currently use any tobacco or h in the past 12 months?	ave you u	sed any tobacco		☐ Yes	☐ No
		I understand that a material misrepresent tobacco status, may result in the cancella					У
		Reinstate I understand that this application will be a Also, I understand that this policy will be a date of reinstatement for the time period s	contestab	e, as to represent	ations in this	application, from	plies. the
		Automatic Premium Loan Provision	ld 🗌 Re	emove			
K.	Additional	☐ Maintain Current Annual Premium	☐ Ch	ange Current Ann	ual Premium	Accordingly	
	Agreements Sologt only those		ADD	REMOVE	CHANGE AMOUNT	NEW AMOUNT	
	Select only those agreements	[Accelerated Benefit Agreement					
	available on the	(Submit ABA Outline of Coverage form)		_			
	products applied	Accidental Death Benefit Agreement*					
	for.	Additional Insurance Agreement*	Ш		ᆜ	\$	_
		Adjustable Survivorship Life Agreement				\$	_
		(Complete Application for Designated Life)					
		Business Continuation Agreement				\$	_
		(Complete Application for Designated Life)			_		
		Business Value Enhancement Agreement		_		\$	-
		Children's Term or Family Term Children's Agreement			Ш	\$	_
		(Submit Family/Children's Term Application)					
		Cost of Living Agreement					
		Death Benefit Guarantee Agreement*					
		Early Values Agreement*					
		Enhanced Guaranteed Agreement					
		Enhanced Guaranteed Choice Agreement					
		Estate Preservation Agreement*					
		Estate Preservation Choice Agreement					
		Exchange of Insureds Agreement					
		Extended Conversion Agreement					
		Face Amount Increase Agreement				\$	
		Family Term - Spouse Agreement				\$	
		(Submit Family/Children's Term Application)					_
		First to Die Agreement				\$	
		Flexible Term Agreement*				\$	_
		□ 10-year □ 20-year	_	_	<u> </u>	т	_
		Guaranteed Income Agreement					
		Guaranteed Insurability Option Agreement			П	\$	
		Guaranteed Insurability Option Agreement				Ψ	_
		with Waiver					
		Guaranteed Protection Waiver					

	Income Protection Agreement*				%
	Complete if Adding Agreement:				
	% Lump Sum	_			
	% Installments (minimum	25%)			
	Installment Payment Ceas		s)		
	Frequency of Installment Payment(s		nually		
	Inflation Agreement				
	Interest Accumulation Agreement*			П	%
	Long-Term Care Agreement				
	(Submit LTC Supplemental Application)		_	<u> </u>	
	Overloan Protection Agreement	П	П		
	Policy Enhancement Agreement			П	%
	(Indicate a whole number from 3 to 10%))		<u> </u>	
	Policy Split Agreement	/	П		
	Premium Deposit Account Agreeme	nt 🗆			
	(Submit Premium Deposit Account Inform				
	Single Life Term Agreement	·		□ \$_	
	Single Premium Paid Up Additional				
	Insurance Agreement				
	Surrender Value Enhancement Agre	ement*			
	Term Insurance Agreement*				
	Waiver of Charges Agreement		Ц		
	Waiver of Premium Agreement	Ш	Ш		
	Other:]			
	*Can only be added when converting	g term insurance to a	new policy.		
Replacement	sold or assigned, to a life settlement	t, viatical or secondar	v market prov	ider? If ves provide	
Submit appropriate replacement forms (not needed if replacing group	details in the chart below. Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a laps other change to any existing life insu	n, or will there be, rep s a result of this appli e, surrender, 1035 Ex	lacement of a ication? (Repartment)	ny existing life lacement withdrawal, or	☐ Yes ☐ No
replacement forms (not needed if	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse	n, or will there be, rep s a result of this appli e, surrender, 1035 Ex	lacement of a ication? (Repartment)	ny existing life lacement withdrawal, or	☐ Yes ☐ No
replacement forms (not needed if replacing group	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a laps other change to any existing life insu	n, or will there be, rep s a result of this appli e, surrender, 1035 Ex	lacement of a ication? (Repartment)	ny existing life lacement withdrawal, or	☐ Yes ☐ No
replacement forms (not needed if replacing group	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If	lacement of a ication? (Reparticular (Repart	ny existing life lacement withdrawal, or details in the chart be Type	Yes No elow. Will it be Replaced?
replacement forms (not needed if replacing group	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If	lacement of a ication? (Reparticular (Repart	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group	☐ Yes ☐ No elow. Will it be Replaced? ☐ Yes
replacement forms (not needed if replacing group	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If	lacement of a ication? (Reparticular (Repart	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or	Yes No elow. Will it be Replaced?
replacement forms (not needed if replacing group	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If	lacement of a ication? (Reparticular (Repart	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business	☐ Yes ☐ No elow. Will it be Replaced? ☐ Yes
replacement forms (not needed if replacing group	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If	lacement of a ication? (Reparticular (Repart	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or	☐ Yes ☐ No elow. Will it be Replaced? ☐ Yes
replacement forms (not needed if replacing group	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If	lacement of a ication? (Reparticular (Repart	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or Group Personal or Group Personal or	☐ Yes ☐ No elow. Will it be Replaced? ☐ Yes ☐ No
replacement forms (not needed if replacing group	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If	lacement of a ication? (Reparticular (Repart	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or Group Group	☐ Yes ☐ No elow. Will it be Replaced? ☐ Yes ☐ No ☐ Yes
replacement forms (not needed if replacing group	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If	lacement of a ication? (Reparticular (Repart	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or Group Personal or Business Individual or	□ Yes □ No elow. Will it be Replaced? □ Yes □ No □ Yes □ No
replacement forms (not needed if replacing group	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If	lacement of a ication? (Reparticular (Repart	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or Group Personal or Group Personal or Group Group Personal or Group Group Group Group Group Group Group Group Group	☐ Yes ☐ No elow. Will it be Replaced? ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
replacement forms (not needed if replacing group	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If	lacement of a ication? (Reparticular (Repart	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or Group Personal or Business Individual or Group Personal or Business	□ Yes □ No elow. Will it be Replaced? □ Yes □ No □ Yes □ No
replacement forms (not needed if replacing group coverage).	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If Amount	lacement of a lication? (Reproduction) (Reproductio	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or Group Personal or Group Personal or Group Group Personal or Group Group Group Group Group Group Group Group Group	☐ Yes ☐ No elow. Will it be Replaced? ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
replacement forms (not needed if replacing group	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force Full Company Name	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If Amount State	lacement of a lication? (Reproduction) (Reproductio	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or Group Personal or Business Individual or Group Personal or Business Individual or Business Business Business Business	☐ Yes ☐ No elow. Will it be Replaced? ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
replacement forms (not needed if replacing group coverage). M. Insured Underwriting	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force Full Company Name Driver's license number Birthplace (state or, if outside the US, co	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If Amount State	lacement of a ication? (Rep ichange, loan, yes, provide of issued	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or Group Personal or Business Individual or Group Personal or Business Individual or Business Business Business Business	☐ Yes ☐ No elow. Will it be Replaced? ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
replacement forms (not needed if replacing group coverage). M. Insured Underwriting	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force Full Company Name Driver's license number	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If Amount State	lacement of a ication? (Rep ichange, loan, yes, provide of issued	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or Group Personal or Business Individual or Group Personal or Business Individual or Business Business Business Business	☐ Yes ☐ No elow. Will it be Replaced? ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
replacement forms (not needed if replacing group coverage). M. Insured Underwriting	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force Full Company Name Driver's license number Birthplace (state or, if outside the US, cooccupation	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If Amount State	lacement of a ication? (Rep ichange, loan, yes, provide of issued	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or Group Personal or Business Individual or Group Personal or Business Individual or Business Business Business Business	☐ Yes ☐ No elow. Will it be Replaced? ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
replacement forms (not needed if replacing group coverage). M. Insured Underwriting	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force Full Company Name Driver's license number Birthplace (state or, if outside the US, cooccupation 1. Is the insured a US citizen?	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If Amount State	lacement of a ication? (Rep ichange, loan, yes, provide of issued	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or Group Personal or Business Individual or Group Personal or Business Individual or Business Business Business Business	☐ Yes ☐ No elow. Will it be Replaced? ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
replacement forms (not needed if replacing group coverage). M. Insured Underwriting	Excluding this policy, has there beer insurance, annuity or mutual fund, a includes, but is not limited to, a lapse other change to any existing life insulation. Life Insurance In Force Full Company Name Driver's license number Birthplace (state or, if outside the US, cooccupation	n, or will there be, reps a result of this applie, surrender, 1035 Exurance or annuity.) If Amount State State	lacement of a ication? (Rep ichange, loan, yes, provide of the ichange ichange) and ichange ic	ny existing life lacement withdrawal, or details in the chart be Type Individual or Group Personal or Business Individual or Group Personal or Business Individual or Group Personal or Business Individual or Business Business Business Business	□ Yes □ No elow. Will it be Replaced? □ Yes □ No □ Yes □ No □ Yes □ No

	2. Does the insured plan to travel or reside outside the US in the next two years? If yes, provide the city(s) and country(s), dates, length of stay, and purpose of travel:	☐ Yes	□ No
	3. Has the insured within the last five years, or does the proposed insured plan, within two years, to engage in piloting a plane? If yes, complete the Military and Aviation Statement.	☐ Yes	□No
	4. Has the insured within the last five years, or does the proposed insured plan, within two years, to engage in skin diving (snorkel, scuba, or other), sky diving, mountain/rock climbing, horse racing, rodeo, polo, bull fighting, bungee jumping, BASE jumping, canyoneering, boxing, professional wrestling, extreme skiing or racing (motor vehicle or boat)?	☐ Yes	□ No
	5. Is the insured in the Armed Forces, National Guard, or Reserves? If yes, complete the Military and Aviation Statement.	☐ Yes	☐ No
	6. Has the insured applied for insurance within the last six months? If yes, provide details below.	☐ Yes	□ No
	7. Has the insured applied for life insurance in the past five years that was declined or rated? If yes, provide details below.	☐ Yes	□ No
	8. Has the insured, within the past five years, been convicted of a driving while intoxicated violation, had a driver's license restricted or revoked, or been convicted of a moving violation? If yes, provide dates and details below.	☐Yes	□ No
	9. Except for traffic violations, has the insured ever been convicted of a misdemeanor or felony? If yes, provide dates and details below.	☐ Yes	□ No
N. Additional Remarks			
O. Home Office Endorsements	Home Office Corrections or Additions Acceptance of the policy shall ratify changes entered here by Minnesota Life. Not to be use age, gender, amount, classification, plan or benefits unless agreed to in writing.	d for chan	ge in

Application Part 1

Individual Life Insurance

Minnesota Life Insurance Company - A Securian Company [Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098]

MINNESOTA LIFE

Α.	Proposed Insured	Proposed insured name (last, first, middle)									
	Information	Social Security number Date of birth (mo			nonth, day, year)			Gender Male Female			
		Driver's license number		Issue state		ite	Expiration date				
		Primary telephone number			Secondary telephone number						
		Birthplace (state or, if outside the US, country)		ail address							
		Street address (no P.O. Box)	City			State		Zip code			
		Occupation	Years in oc	Years in occupation			Income Ne				
B.	Product	Product applied for	·	Base \$	face amoun	t					
		Total annual planned premium	Plan of insu	rance (if a	applicable)						
		Death benefit qualification test (if applicable, defaults to GPT if none selected)									
		☐ Guideline Premium Test (GPT) ☐ Cash Value Accumulation Test (CVAT)									
		Death benefit option (If applicable, defaults to Cash/Level if none selected)									
		☐ Cash/Level ☐ Protection/Increasing ☐ Sum of Premiums Dividend option (if applicable, defaults to Paid-Up Additions for Secure Whole Life)									
C.	Additional	☐ [Accelerated Benefit Agreement		☐ Guar	anteed Incor	ne Agreen	nent				
	Benefits and Agreements	(Submit ABA Outline of Coverage form)		☐ Guaranteed Insurability Option Agreement							
		Accidental Death Benefit Agreement			\$(Coverage Amount)						
		\$(Coverage Amount)		Guaranteed Insurability Option Agreement with Waiver							
		Additional Insurance Agreement \$ (Coverage	\$(Coverage Amount) Income Protection Agreement								
		\$(Coverage Amount) Business Value Enhancement Agreement Select one:									
					% Installme	<u>%)</u> _					
		☐ Maximum Single Premium			Installment	stallment Payment Cease Age (age 95 or less)					
		Level Premium with PDA (Submi	t	Frequ	ency of Instal	lment Paym	nent(s)	Monthly Annual			
		Premium Deposit Account Information					~				
		-				Long-Term Care Agreement					
		(Submit Family/Children's Term Application)				LTC Supplemental Application)					
			(Coverage Amount)			an Protection Agreement					
		Death Benefit Guarantee Agreemer	☐ Premium Deposit Account Agreement (Submit Premium Deposit Account Information form)								
		☐ Early Values Agreement ☐ Estate Preservation Agreement		Single Life Term Agreement							
			(Coverage Amount)		\$(Coverage Amou						
		Face Amount (Not to exceed 122% of base amount)		☐ Single Premium Paid-Up Additional Insurance							
		Estate Preservation Choice Agreement \$		Agreement \$(Premium Amount)							
				Surrender Value Enhand				Agreement			
				☐ Term Insurance Agreemen				age Amount)			
				\$ \\ \[\sum \text{Waiver of Charges Agree} \]			(Coverage Amount)				
						of Premium Agreement					
	Face Amount Increase Agreeme			Othe	-						
		First to Die Agreement									
		\$(Coverage A		☐ Othe	er			1			
		☐ Flexible Term Agreement ☐ 10-year	⊥ 120-vear								

		POLICY, UN	DWING BENEFITS AND AC NLESS YOU CHOOSE TO C tomatic Premium Loan Prov	OMIT THEM:				BLE FOR	/OU R	R
D.	Special Dating	Specific the mon Are there ar	save age date (month/day/year): th) ny other Minnesota Life app e provide Proposed Insured	lications associated	d with t	this appli	cation?	ect 29th, 30		No
E.	Life Insurance In Force and Replacement Submit appropriate replacement forms (not needed if replacing group coverage).	mutual fund process of b provider? If Excluding th insurance, a but is not lin change to a	nis policy, does the Propose in force or pending, including sold or assigned, to a yes, provide details in the consist policy, has there been, our muity or mutual fund, as a nited to, a lapse, surrender, ny existing life insurance or	ng life insurance so life settlement, via hart below. r will there be, replanted result of this applications.	old or a tical or aceme cation? oan, wi	ssigned, seconda nt of any (Replace thdrawal	or is in the ary marked existing cement in or other	ne t life [cludes,	Yes	
			nce In Force]	,	Year			Will	it be
		Fu	ull Company Name	Amount		sued	Тур	ре		aced?
							☐ Individ	nal or		Yes No
							☐ Individe ☐ Group ☐ Perso ☐ Busin	nal or		Yes No
							☐ Individed Individed Individual	nal or		Yes No
F.	Beneficiary Information		Beneficiary First a	nd Last Name		Relation Proposed		SSN/TIN (If known	1 1	Percentage
	If the beneficiary is a trust, give complete trust name and date trust established.	Contingent								

G.	Owner	Only complete this section if the Owner is different that	an the Ins	sured.			
	Information	Owner name (last, first, middle)					
	Submit the appropriate trust, corporate, or non-corporate form(s).	 ☐ Individual ☐ Trust (submit Certification of Trustee Authority form) ☐ Corporate (submit Corporate/Non-Profit Resolution and Employer Notification Regarding the Potential Taxation of Death Benefit forms) ☐ Partnership (submit Partnership/LLC Resolution and Employer Notification Regarding the Potential Taxation of Death Benefit forms) 					
		U Other					
		Social Security or tax ID number			Date of birth or trust date		
		Street address (no P.O. box)					
		City	State		Zip code		
		Relationship to proposed insured	Telephone	e number			
		E-mail address					
H.	Premium and Billing Information	Premium Notice Should Be Sent To: Proposed Insured Address in Section A Owner's Business/Employer Address (Indicate below) Name Address		wner Addres	es in Section G e below)		
		City	St	ate	Zip code		
		•			F		
		Payment Method: Annual Quarterly Monthly Electronic Funds Tran (If new plan, submit EFT Authorized) List Bill Plan Number Source of Funds: Earnings Suiter Savings Sale of Investments Savings Gift/Inheritance Retirement Funds	ation) (if new pla	an, submit Li			
		Third Party Notification (optional): If you wish, you may give us the name and address of a poof an overdue premium or pending lapse. (Indicate below) Name Address		om you desig	nate to also receive notice		
			Γ-	N-1-	7		
		City		State	Zip code		
I.	Additional Premium	Universal Life and Whole Life Additional Premium (exc \$	cluding 10	035)			
		1035 Exchange (If yes, submit 1035 Exchange Agreement form)		☐ Ye	s 🗌 No		

J.	Money Submitted with Application	Has the Owner paid money with this application to the representative? $\ \square$ Yes $\ \square$ No If yes, amount: $\ \ \ \ \square$		
	Make all checks payable to Minnesota Life.	Was a Life Receipt and Temporary Insurance Agreement given?		
K.	Special Mailing Address	If mail (other than the premium notice) should be sent somewhere other than the Owner's House Address, please indicate here. Owner's Business Address Other - Indicate Name and Address	ome	
		Name (last, first, middle) Address		
		City State Zip code		
L.	Request for Illustration Complete for non-variable products, excluding term.	Choose one of the following: (For Policy Exchanges, only the first option is available.) An illustration matching the policy applied for was presented to the Owner/Applicant and is included with this application. The Owner/Applicant has received a copy. An illustration was presented or provided to the Owner/Applicant, but is different from the for. An illustration conforming to the policy as issued will be provided to the Owner/Applithan at the time of policy delivery. No illustration conforming to the policy as applied for was shown or provided to the Owner/Applicant.	e policy a icant no la	pplied ater
		prior to or at the time of taking this application. An illustration conforming to the policy as provided to the Owner/Applicant no later than at the time of policy delivery.		
M.	Proposed Insured Underwriting Information	1. Is the proposed insured a US citizen? If no, citizen of Indicate visa type 2. Does the proposed insured plan to travel or reside outside the US in the next two years? If yes, provide the city(s) and country(s), dates, length of stay, and purpose of travel:	Yes	□ No
		3. Has the proposed insured within the last five years, or does the proposed insured plan, within the next two years, to engage in piloting a plane? If yes, complete the Military and Aviation Statement.	☐ Yes	□ No
		4. Has the proposed insured within the last five years, or does the proposed insured plan, within the next two years, to engage in skin diving (snorkel, scuba, or other), sky diving, mountain/rock climbing, horse racing, rodeo, polo, bull fighting, bungee jumping, BASE jumping, canyoneering, boxing, professional wrestling, extreme skiing, or racing (motor vehicle or boat)? If yes, complete Sports and Avocation Statement.	Yes	□ No
		Is the proposed insured in the Armed Forces, National Guard, or Reserves?If yes, complete Military and Aviation Statement.	☐ Yes	☐ No
		6. Has the proposed insured applied for insurance within the last six months? If yes, provide details below.	☐ Yes	□ No
		7. Has the proposed insured applied for life insurance in the past five years that was declined or rated? If yes, provide details below.	☐ Yes	□No

	∟ Yes	⊔ No
	☐ Yes	□ No
Owner's behalf, receive any compensation, whether via the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or	☐ Yes	□ No
assignment of this policy or a beneficial interest in a trust, LLC, or other entity created on the owner's behalf? If yes, provide details and a copy of the applicable entity's	☐ Yes	□ No
advanced or paid from another person or entity? If yes, submit the Premium	☐ Yes	□ No
Have you had a life expectancy report or evaluation done by an outside entity or	☐ Yes	□ No
ls this policy in accordance with your insurance objectives and your anticipated financial needs?	☐ Yes	□ No
Has the representative discussed whether this policy is suitable for you?	☐ Yes	\square No
Reason for Purchasing Policy:	_	_
a. Accumulation	☐ Yes	□ No
		□ No
c. Charitable Giving	_	
		☐ No
-	_	□ No
		□No
g. Other	∟ Yes	☐ No
A. Has the proposed insured ever smoked cigarettes?		
	VV)	
Current smoker Past smoker Packs per day Date last cigarette smoked (MM, DD,	YY)	
VO ET VOSO HEAD HE HE TO SEE	while intoxicated violation, had a driver's license restricted or revoked, or been convicted of a moving violation? If yes, provide dates and details below. Except for traffic violations, has the proposed insured ever been convicted of a misdemeanor or felony? If yes, provide dates and details below. Will the Proposed Owner and/or beneficiary, and/or any entity on the Proposed Owner's behalf, receive any compensation, whether via the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or otherwise if this policy is issued? Has the Proposed Owner been involved in any discussion about the possible sale or	while intoxicated violation, had a driver's license restricted or revoked, or been convicted of a moving violation? If yes, provide dates and details below. Except for traffic violations, has the proposed insured ever been convicted of a misdemeanor or felony? If yes, provide dates and details below. Will the Proposed Owner and/or beneficiary, and/or any entity on the Proposed Owner's behalf, receive any compensation, whether via the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or otherwise if this policy is issued? Has the Proposed Owner been involved in any discussion about the possible sale or assignment of this policy or a beneficial interest in a trust, LLC, or other entity created on the owner's behalf? If yes, provide details and a copy of the applicable entity's controlling documents. Is this policy being funded via a premium financing loan or with funds borrowed, advanced or paid from another person or entity? If yes, submit the Premium Financing Advisor Attestation and Premium Financing Client Disclosure forms. Have you had a life expectancy report or evaluation done by an outside entity or company? If yes, please explain why the expectancy report was obtained. Yes company? If yes, please explain why the expectancy report was obtained. Yes Reason for Purchasing Policy: a. Accumulation Yes Yes

N. Additional Remarks	
O. Home Office Endorsements	Home Office Corrections or Additions Acceptance of the policy shall ratify changes entered here by Minnesota Life. Not to be used for change in age, gender, amount, classification, plan or benefits unless agreed to in writing.

Application 1A

Individual Life Insurance

Minnesota Life Insurance Company - A Securian Company
[Life New Business ● 400 Robert Street North ● St. Paul, Minnesota 55101-2098]

MINNESOTA LIFE

Section A: Proposed In:	sured Information						
Proposed insured name (last,	first, middle)						
Social Security number	Income	Net v	vorth		Date of birth (mm/	dd/yyyy)	Gender ☐ Male ☐ Female
Primary telephone number	Secondary telepho	one number	Driver's	license nun	nber	Issue state	Expiration date
Occupation						Years in oc	ccupation
Street address (no P.O. Box)			City			State	Zipcode
Email address							
 Birthplace (state or, if of the content of the conten	d a U.S. citizen? If no	o, citizen o		□No			 ∐Yes ∐No
	smoker Packs per d				(mm/dd/yy)		
B. Has the proposed in	sured ever used toba	cco, other	than ciga	arettes, in	any form?	☐ Yes ☐	No
What type Curr	ent user Past user	Hown	nuch	Date of I	astuse (mm/dd/yy	<u>') </u>	
Section B: Owner Inforr		wner is not t	the Propos	sed Insured	. Submit entity ow	ner forms w	hen appropriate.
Owner name (last, first, middl	e)						
Date of birth/trust (mm/dd/y	yyy) Social Security nur	mber or tax II	D no. Rel	ationship to	proposed insured	Primary tel	ephone number
☐ Individual ☐ Trust	☐ Corporate ☐ Par	tnership	Other				
Street address (no P.O. Box)			City			State	Zipcode
Email address			<u> </u>			1	·
Section C: Products and	d Additional Agreen	nents - Onl	y select a	greements	applicable to the	chosen prod	uct
Product applied for			Base	e face amou	ınt		
UNIVERS. Total annual planned premiun	AL LIFE ONLY n		Add	itional prem	WHOLE I nium (exclude 1035	IFE ONLY funds)	
Additional premium (exclude	1035 funds)			idend Opt	ion (select one):		
Death benefit option (sele ☐ Level ☐ Increasing ☐ Sum of Premiums	ct one):		□ F □ F □ F	Reduce Pre Reduce Pre	Iditional (default emium, Balance t emium, Balance t	o Cash o Paid Up	
Death Benefit Qualification ☐ Guideline Premium Test ☐ Cash Value Accumulati	t (GPT)				y with Balance to y with Balance to		dditions

	AGREEMENTS APPLIED FOR:			
☐ [Accelerated Benefit Agreement (Submit ABA Outline of Coverage form) ☐ Accidental Death Benefit Agreement	☐ Estate Preservation Choice Agre Coverage Amount: Face Amount (Not to exceed 122% of	— ☐Long-Term C		
Coverage Amount:	Coverage Amount:	Term Insurar Coverage An	Submit Premium count Information form erm Agreement nount: um Paid Up surance Agreement ount: ulue Enhancement	
□ Early Values Agreement □ Estate Preservation Agreement Coverage Amount: □ Face Amount (Not to exceed 122% of base amount) THE FOLLOWING BENEFITS AND AGYOU CHOOSE TO OMIT THEM: □ Omit Automatic Premium Loan Provisi	Income Protection Agreement % Lump Sum % Installments (minimum Installment Payment Cea	□ Waiver of Pro 25%) □ Other: se Age □ Other: nt(s) □ Monthly □ Annu	emium Agreement ally	
Section D: Premium and Billing Inform	mation			
Payment method: ☐ New Monthly Electronic Funds Transf ☐ Quarterly ☐ Semi-Annual ☐ Annu ☐ Other (credit card payments not acce	Premium notice should be sent to: Proposed insured address in Section A Owner address in Section B Other (complete payer information)			
Source of Funds: Earnings	_		·····,	
Overdue premium or pending lapse no addressee information)	<u> </u>			
Payer or third party addressee name Addressee	ess	ity	State Zip code	

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Section E: Ben	eficiary Information - If benefi	iciary is a trust, complet	e trust	t name & date	trust est	ablished	
	Beneficiary First and	l Last Name	Last Name Relationship to Proposed Insured			SSN/TIN (If known)	Percentage
Primary							
•							
Contingent							
Section F: Life	Insurance In Force and Repla						
	olicy, does the Proposed	In Ford Full Company Name		<i>verage and F</i> Face	Replacer Year		
	y life insurance, annuity or orce or pending, including	Policy Number	. · · ·	Amount	Issued	Туре	Replacing?
	old or assigned to, or is in the g sold or assigned to, a life					☐ Individual or	
settlement, viation	cal or secondary market					Group	Yes
provider?						☐ Personal or	□No
☐Yes ☐No						Business	
If yes, complete Replacement Ch	the In Force Coverage and					☐ Individual or	
	olicy, has there been, or will					☐Group	□Yes
there be, replace	ement of any existing life					☐ Personal or	□No
	ity or mutual fund as a result on? (Replacement includes,					Business	
	I to, a lapse, surrender, 1035 withdrawal, or other change					☐ Individual or	
	fe insurance or annuity.)					Group	□Yes
□Yes □No						☐ Personal or	□No
	ate replacement forms.					Business	
	placement forms are not eplacing group coverage,					<u> </u>	
except in FL, MI,							
1035 Exchange?	Yes No						
If yes, also subm	nit the 1035 Exchange Agreeme	ent form.					
Section G: Sne	cific Policy Date Request						
	Minnesota Life applications associ	ated with this application	1?				
If yes, provide prop	oosed insured(s) full name(s) and w	hether the policies should	have	the same issu	e date		
☐ Date to save a	ge Specific date (mm/d	 ld/yyyy):		(canno	ot select	29th, 30th, or 31	st of month)

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Se	ction H: STOLI and Premium Financing	
1.	Will the Proposed Owner and/or beneficiary, and/or any entity on the Proposed Owner's behalf, receive any compensation, whether via the form of cash, property, an agreement to pay money in the future, a percentage of the death benefit, or otherwise if this policy is issued?	□Yes □No
2.	Has the Proposed Owner been involved in any discussion about the possible sale or assignment of this policy or beneficial interest in a trust, LLC, or other entity created on the Owner's behalf? If yes, provide details and a copy of the applicable entity's controlling documents:	∏Yes ∏No
3.	Is this policy being funded via a premium financing loan or with funds borrowed, advanced, or paid from another person or entity? If yes, submit the Premium Financing Advisor Attestation and Premium Financing Client Disclosure forms	□Yes □No
4.	Have you had a life expectancy report or evaluation done by an outside entity or company? If yes, please explain why the expectancy report was obtained.	∏Yes ∏No
Se	ction I: Suitability	
1.	Is this policy in accordance with your insurance objectives and your anticipated financial needs?	□Yes □No
2.	Has the representative discussed whether this policy is suitable for you?	□Yes □No
3.	Reason for purchasing policy:	
	a. Accumulation	□Yes □No
	b. Business Planning/Key Person	☐Yes ☐No
	c. Charitable Giving	□Yes □No
	d. Death Benefit Protection	☐Yes ☐No
	e. Estate Planning	☐Yes ☐No
	f. Retirement/Deferred Compensation	☐Yes ☐No
	g. Other	☐Yes ☐No
Se	ction J: Request for Illustration - Not required for variable or term products	
	ease choose one of the following:	
	An Illustration was signed and matches the policy applied for. A copy is included with this application been left with the applicant.	on and a copy has
	An illustration was shown or provided, but is different from the policy applied for. An illustration con policy as issued will be provided no later than at the time of policy delivery.	forming to the
	No illustration conforming to the policy as applied for was shown or provided prior to or at the time of An illustration conforming to the policy as issued will be provided no later than at the time of policy of	
	ction K: Money Submitted	
	s the owner paid money with this application 1A to the representative? If yes, amount \$	
	s a life receipt and temporary insurance agreement given? Yes	

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Section L: Authorization, Agreements, and Signatures

AGREEMENTS: I have read, or had read to me the statements and answers recorded on this Application 1A. They are given to obtain this insurance and are, to the best of my knowledge and belief, true and complete and correctly recorded. I understand that any false statement or misrepresentation on this Application 1A and the Application 1B may result in loss of coverage under this policy subject to the incontestability provision. I agree that they will become part of this Application 1A and the Application 1B and any policy issued on it. The insurance applied for will not take effect unless the policy is issued and delivered and the full first premium is paid while the health of the Proposed Insured remains as stated in the application. If such conditions are met, the insurance will take effect as of the earlier of the Policy Date specified in the policy or the date the policy is delivered to me; the only exception to this is provided in the Life Receipt and Temporary Insurance Agreement, issued if the premium is paid in advance.

VARIABLE LIFE: I understand that the amount or the duration of the death benefit (or both) of the policy applied for may increase or decrease depending on the investment results of the sub-accounts of the separate account. I understand that the actual cash value of the policy applied for is not guaranteed and increases and decreases depending on the investment results. There is no minimum actual cash value for the policy values invested in these sub-accounts.

AUTHORIZATION: I authorize any physician, medical practitioner, hospital, clinic or other health care provider, pharmacy, pharmacy benefits manager, insurance or reinsuring company, consumer reporting agency, the Medical Information Bureau, Inc. (MIB), or employer which has any records or knowledge of my physical or mental health, and/or the physical or mental health of each minor child listed as the Proposed Insured, to give all such information and any other non-medical information relating to such persons to Minnesota Life Insurance Company or its reinsurers. This shall include ALL INFORMATION as to any medical history, consultations, diagnoses, prognoses, prescriptions or treatments and tests, including information regarding alcohol or drug abuse and AIDS or AIDS-related conditions. To facilitate rapid submission of such information, I authorize all said sources, except MIB, to give such records or knowledge to any agency employed by Minnesota Life Insurance Company to collect and transmit such information.

I understand this information is to be used for the purpose of determining eligibility for insurance and may be used for determining eligibility for benefits. I understand this information may be made available to Underwriting, Claims, support staff, licensed representatives and firms of Minnesota Life. I authorize Minnesota Life Insurance Company or its reinsurers to release any such information to reinsuring companies, the MIB, or other persons or organizations performing business or legal services in connection with my Application 1A and Application 1B, claim or as may be otherwise lawfully required or as I may further authorize. Lauthorize Minnesota Life Insurance Company, or its reinsurers, to make a brief report of my personal, or if applicable, my protected health information to MIB.

I agree this Authorization shall be valid for twenty-four months from the date it is signed. I may revoke this Authorization at any time by sending a written request addressed to the Individual Underwriting Department, Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098. I understand that a revocation is not effective to the extent that any action has been taken in reliance on this Authorization or to the extent that Minnesota Life Insurance Company has a legal right to contest a claim under an insurance policy or to contest the policy itself.

I understand that I, or my legal representative, have the right to request and receive a copy of this Authorization and that a photocopy of this Authorization shall be as valid as the original. I understand that no sales representative has the company's authorization, to accept risk, pass on insurability, or make, or void, waive or change any conditions or provisions of the application, policy or receipt, as applicable.

I acknowledge that I have been given the Your Privacy Is Important To Us notice.

I understand that a copy of this entire application, including Part 1B, will be attached to the policy and delivered to the policyowner.

FRAUD WARNING: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Proposed insured signature		City	State	Date	
X					
Parent/conservator/guardian signature (juvenile applications)				State	Date
X					
Owner signature (required if other than proposed insured; give title if signed on behalf of a business)			City	State	Date
X					
s replacement of existing life insurance, annuity or mutual f	und involve	d in this appl	ication?		Yes No
believe that the information provided by this Applicant is true and accurate. I certify I have accurately recorded all nformation given by the Proposed Insured(s).					
Licensed representative signature	Date	Business teleph	none number	Firm/rep	code
X					

ML PREMIER VARIABLE UNIVERSAL LIFE with Index-Linked Features Form 12-665.03 POLICY DATA PAGES Statement of Variability

Minnesota Life Insurance Company certifies that any change or modification to a variable item shall be administered in accordance with the requirements in the Variability of Information section, including any requirements for prior approval of a change or modification.

SECTION:	VARIABLE DATA	EXPLANATION		
Insured	36 characters	Individual Insured's Name		
Issue Age & Gender	0 through 90 Male, Female, Unisex	Issue Age of insured Defines Gender for rates		
Policy Number	The insureds' policy number	Varies by policy.		
Policy Date	Effective Date of the policy	Defines policy as a new issue		
Policy Change Date	Policy Change Date: Month, DD, CCYY Policy Change text concerning new suicide and incontestable periods	A. This only prints on a new set of data pages when a policy change has been made. B. Once the first policy change has been made, this section will always print on any new data pages produced for a new change. Subsequent changes, only the date will be updated.		
Death Benefit Option	Level Increasing	Displays Death Benefit Option in effect as of the policy date or most recent policy change date.		
Insurance Amount as of	Date	Effective date of the policy.		
Face Amount	Amount (\$x,xxx,xxx.xx)	Face amount of policy - varies by policy.		
Total Insurance Amount	Amount (\$x,xxx,xxx.xx)	Face amount plus term insurance amount, if any, varies by policy.		
Monthly Initial Minimum Premium	Amount (\$x,xxx,xxx.xx) Date (Month, DD, CCYY)	A. Defines the minimum monthly amount of premium used to determine the minimum payment required to put the policy inforce. B. Effective date of coverage.		
Planned Premium	\$X,XXX,XXX.XX Monthly \$X,XXX,XXX.XX Quarterly \$X,XXX,XXX.XX Semiannual \$X,XXX,XXX.XX Annual	Defines premium amount and mode the owner intends to pay.		
Maturity Date	Date policy matures	Varies by policy.		
Policy Change Paragraph	Date of change to the policy.	Prints when there is a post-effective change to the policy.		
Basic Policy				
Coverage Layer Amount	Amount (\$x,xxx,xxx.xx)	Specific to each coverage layer		

ML PREMIER VARIABLE UNIVERSAL LIFE with Index-Linked Features Form 12-665.03 POLICY DATA PAGES Statement Of Variability

SECTION:	VARIABLE DATA	EXPLANATION
Coverage Layer	All information* in each coverage layer is	
	specific to that layer. *(a) Effective Date (b) Age (c) Risk Class	(a) New issue creates one coverage layer with the effective date of issue. (b) Age as of the effective date of that coverage layer. (c) one of the 7 risk classes offered. The risk class is unique within each coverage layer: Preferred Select Non-Tobacco Preferred Non-Tobacco Preferred Tobacco Non-Tobacco Plus Standard Non-Tobacco Standard Tobacco Special Risk XXX% Tobacco Special Risk XXX% Non-Tobacco
Total Base Face Amount	Amount (\$x,xxx,xxx.xx)	Total face amount of policy; varies by policy; totals all coverage layers
Additional Agreements (a) Lists optional agreements available for this policy. (b) Only those Optional agreements chosen by owner will print. (c) If no agreements chosen, this section will not print	Only newly filed agreements for this product are displayed on this Statement. Previously approved agreements that will appear in this section of the Data Pages, have been listed on other Statements of Variability. Accelerated Death Benefit Agreement Waiver of Premium Agreement	(a) Agreement name (b) Effective date of that agreement (c) Statement of whether there is a monthly charge for the agreement
Interim Account Transfer Date:	The 3 rd Friday of each month Range: Any day of the month	Not expected to change. If it changes, the change will apply to new issues only Date money is transferred from the interim account to the fixed, indexed or separate accounts.
Death Benefit Qualification Test:	Guideline Premium Test Cash Value Accumulation Test Displays accompanying Percentage Factors for respective test	Only one qualification test will appear. IRS life insurance qualification test is chosen by owner at issue. Once chosen, it cannot change. Percentage Factors for CVAT are unique to age or coverage layer as appropriate.
Net Amount At Risk Divisor	Currently 1.001652 Range: (1.000830 to 1.009489)	Any change will apply to new issues only.
Fixed Interest Loan Interest Rate	Currently 3% guaranteed for life of policy Range: 2% - 8%	Any change will apply to new issues only.
Variable Interest Loan Interest Rate:	Currently 4.25% guaranteed for one year from date of issue Range: 1% to 25%	Rate in effect at issue date for the first policy year. Varies annually based on outside index.
Variable Loan Interest Rate Factor:	Currently 1.50% guaranteed for life of policy Range: .25% - 2.00%	Any change will apply to new issues only.

ML PREMIER VARIABLE UNIVERSAL LIFE with Index-Linked Features Form 12-665.03 POLICY DATA PAGES Statement Of Variability

SECTION:	VARIABLE DATA	EXPLANATION		
Guaranteed Interest	Bracketed because we may offer in the	Only one guaranteed interest account		
Account	future additional guaranteed interest accounts named separately.	is available currently.		
Indexed Accounts	Indexed Account A Indexed Account B	Itemizes all the Indexed Accounts the		
	Indexed Account B	company is offering at that point in time and their respective short		
	Range: Minimum of 1 Indexed Account	description. All accounts will always		
	Maximum of 20 Indexed Accounts	display regardless of the specific accounts chosen by the owner.		
		Accounts may be added or		
		discontinued at any time pursuant to		
		contract language requirements.		
Indexed Accounts A, B	Itemizes each Account's details. a. Short description of the Index	Itemizes each Account's details a. Legal short description of the Index(s)		
	b. Segment Term:	b. Segment Term – Length of time		
	Range: 1 year to 5 years	segment exists. Segment term is		
		guaranteed for life of the policy. Term length not anticipated to		
		change. If term length changes it		
	c. Index Credit Term	will apply to new issues only. c. Length of guaranteed time over		
	Range: 1 year to 5 years	which changes in the underlying		
		indices of a segment are		
		measured and index credits are calculated and applied. Changes		
		to term length would apply only to		
	d. Participation Rate	new issues. d. Participation Rate – guaranteed		
	Range 40% through 200%	for contract. Not anticipated to		
		change. If it changes, would		
	e. Growth Floor	apply to new issues only. e. Minimum segment growth rate.		
	Range: 0% to 2.0%	Changes would apply to new		
	f. Account A	issues only. f. Growth Cap maximum credit		
	Growth Cap	percentage. Specific to the		
	Range 2% through 200%	Account and can at issue or policy change. Can change		
	Account B	monthly.		
	Growth Cap	g. Each indexed account has a		
	Range 1.43% through 200%	weight assigned to each index used in that indexed account.		
	g. Index Weight	The weight represents the		
	Range: 1% to 100%	percentage of each index growth		
		rate used in the segment growth rate calculation.		
Index Disclosures	Full legal description and disclosure of legal	Includes numerical footnote key for		
	permission to use said index. Prints	each index to the full description of		
	immediately following the complete list of indices. Only one disclosure will print for an	the external index and permission to use the index. Description and/or disclosure may change if "index		
	index regardless of the number of times an			
	index is used in different indices.	owner" notifies us language change is		
		required.		

ML PREMIER VARIABLE UNIVERSAL LIFE with Index-Linked Features Form 12-665.03 POLICY DATA PAGES Statement Of Variability

SECTION:	VARIABLE DATA	EXPLANATION	
Guideline Premium Test Death Benefit Percentage Factors page	GPT percentage factors do not change.	This page will only print if the Guideline Premium Test is chosen by the owner.	
Cash Value Accumulation Test Death Benefit Percentage Factors page	CVAT percentage factors do not change. They are unique to each age.	This page will only print if the Cash Value Accumulation Test is chosen by the owner.	
Maximum Monthly Cost of Insurance Rates page	Text in first paragraph will change only for the bracketed Agreement name	If the Term Insurance Agreement is attached, the test at the top of the page will indicate that Agreement.	
Policy Issue Charge	Number of years charge assessed: Currently: 10 years Range: 5 years to 20 years Charge Amount: Unique to each coverage layer. Range: \$.01 to \$4.00 per \$1,000 of Face Amount.	Will be one line of data for each coverage layer. Any additional line will coincide with each additional layer of coverage, if any.	
Partial Surrender Transaction Charge	Currently: Lesser of \$25 or 2% of the amount of the partial Surrender Range: \$10 to \$100 or 1% to 10% of the amount of the partial surrender	Any change in charge will apply to new issues only	
Waiver of Charges Agreement Charge	Dependent on age, gender, and risk class of the insured and the death benefit option chosen Range: \$.001 to \$.50 per \$1,000 of Face Amount	Determined at issue. Any change in charge will apply to new issues only.	
Surrender Charges	First paragraph displays number of years a surrender charge will be assessed. Currently: 10 years Range: 5 years to 20 years	Number of years of surrender charges not expected to change. Would only change for new issues.	
Death Proceeds Alternative Settlement Options	The policyowner or beneficiary may select one of the settlement options identified in the 'Payment of Proceeds' section of the policy. One of those options is illustrated by settlement option tables for sex distinct and unisex issues. If selected, the 'Life Income Option 3 settlement option will be issued as either sex distinct or unisex.	Only the table corresponding to the gender at issue for the settlement option 3 (sex distinct or unisex) will print on the data pages.	

LIFE APPLICATIONS

Statement of Variability

F59410 Rev 8-2012 Application Part 1

F59537 Rev 8-2012 Policy Change Application No Underwriting Required

F59538 Rev 8-2012 Policy Change Application Part 1 Underwriting Required

F65324 Rev 8-2012 Application Part 1

F72540 Rev 9-2012 Application 1A

Minnesota Life Insurance Company certifies that any change or modification to a variable item shall be administered in accordance with the requirements in the Variability of Information section, including any requirements for prior approval of a change or modification.

SECTION:	VARIABLE DATA	EXPLANATION	
Business Unit and Address of Company	Business Unit Life New Business Individual Life Policy Administration	Business Unit Names Change Periodically as corporate organization or reporting channels change.	
	Address 400 Robert Street North, St. Paul, Minnesota 55101- 2098		
Additional Agreements	Currently offering the Agreements shown in the list of available agreements on the applications being filed for approval with this filing. The list is the same for every application. Accelerated Benefit Agreement Accidental Death Benefit Agreement Additional Insurance Agreement Business Continuation Agreement Business Value Enhancement Agreement Children's Term or Family Term - Child Agreement Death Benefit Guarantee Agreement Early Values Agreement Enhanced Guarantee Agreement Enhanced Guarantee Choice Agreement Estate Preservation Agreement Estate Preservation Choice Agreement Exchange of Insureds Agreement Extended Conversion Agreement	This list will change in the future only to: (a) remove Agreements no longer offered, or (b) add new Agreements that will have already been filed and approved (c) add fields to the new Agreement name to obtain additional information needed for the operation of the new Agreement such as percentages, dollar amounts, dates, ages, and necessary instructions	

Extended Maturity Agreement Face Amount Increase Agreement First to Die Agreement Flexible Term Agreement Guaranteed Income Agreement Guaranteed Insurability Option Agreement with Waiver Income Protection Agreement Inflation Agreement Long-Term Care Agreement Overloan Protection Agreement Premium Deposit Account Agreement Single Life Term Agreement Single Premium Paid-Up Additional Insurance Agreement Surrender Value Enhancement Agreement Term Insurance Agreement Waiver of Charges Agreement Waiver of Premium Agreement Other Other

SERFF Tracking #: MNNL-128664080 State Tracking #: Company Tracking #: 12-665.03

State: Arkansas Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: L06I Individual Life - Variable/L06I.002 Single Life - Flexible Premium

Product Name:ML Premier VUL PolicyProject Name/Number:Premier VUL/12-665.03

Superceded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

			Replacement	
Creation Date	Schedule	Schedule Item Name	Creation Date	Attached Document(s)
08/29/2012	Form	Accelerated Death Benefit Agreement	08/30/2012	12-931U ABA.pdf (Superceded)

Accelerated Death Benefit Agreement

This agreement is a part of the policy to which it is attached and is subject to all its terms and conditions. This agreement is effective as of the policy date shown on the policy data pages.

The receipt of any accelerated death benefit may be taxable to you. You should seek assistance from your personal tax advisor.

What does this agreement provide?

This agreement provides for the payment of an accelerated benefit if the insured has a terminal condition, as described below.

The accelerated benefit will be paid as a lien against the policy death benefit. At the death of the insured, the death benefit, not the accumulation value, will be reduced by the entire amount of the lien.

What is a terminal condition?

A terminal condition is a condition caused by sickness or accident which directly results in a life expectancy of 12 months or less.

What evidence do we require of the insured's terminal condition?

We must be given evidence that satisfies us that, because of sickness or accident, the insured's life expectancy is 12 months or less. That evidence must include certification by a licensed physician.

A licensed physician is an individual licensed to practice medicine or treat illness in the state in which treatment is received. This does not include you, the insured, or a member of your or the insured's immediate family. Immediate family is the insured's or your spouse, legal partner, child, parent, grandparent, grandchild, brothers and sisters and their spouses or legal partners.

Do we have the right to obtain independent medical verification?

Yes. We retain the right to obtain a second or a third medical opinion, at our expense, to verify the insured's medical condition. The second medical opinion may include a physical examination by a physician designated by the company. In the case of conflicting opinions, eligibility for benefits shall be determined by a third medical opinion that is provided by a physician that is mutually acceptable to the insured and the company.

What are the conditions for the payment of an accelerated benefit?

We will consider the payment of an accelerated benefit, subject to all of the following conditions:

(1) your policy must be in force;

- (2) you must apply in writing and in a form satisfactory to us;
- (3) if the policy is assigned or has an irrevocable beneficiary, that assignee or beneficiary must sign a consent to the payment of an accelerated benefit.

Is there a minimum or maximum amount for an accelerated benefit?

Yes. The minimum accelerated benefit is \$10,000. The maximum accelerated benefit is the lesser of \$1,000,000 or 75% of the death benefit.

In addition, the maximum accelerated benefit is reduced by the amount of any irrevocable settlement option you have elected under the terms of the policy or any agreement.

How will we pay the accelerated benefit?

We will pay the accelerated benefit in one lump sum.

When will the accelerated benefit be paid?

Payment will be made upon our receipt of satisfactory proof of eligibility. If a payment is not made within 30 days of our receipt of satisfactory proof, we will pay interest on the amount of the payment from the 31st day until the date of payment. Interest will be at the rate stated in the policy Payment of Proceeds provision.

To whom will we pay accelerated benefits?

All accelerated benefits will be paid to you or your estate unless you validly assign them.

If the insured dies after you elect to receive accelerated death benefits but before any such benefits have been paid, your election will be cancelled and the death benefit paid as stated in the policy provisions.

How is your policy affected when you receive an accelerated benefit?

The accelerated benefit plus any accrued interest will be considered a lien of a portion of the death benefit.

If the accelerated benefit, plus interest exceeds the loan value of your policy, you will not be able to surrender the policy or receive any further policy loans.

At the death of the insured, the entire amount of the lien and interest will reduce the death benefit. Any remaining death benefit proceeds will be paid to the beneficiary of your policy.

How will you know the effect of the acceleration on your policy?

At the time of your election to receive an accelerated benefit, we will provide to you, and any irrevocable beneficiary, a statement demonstrating the effect of the acceleration on your policy death benefit, accumulation value, premium and policy loans.

Can you repay an accelerated benefit?

Yes. The accelerated benefit may be repaid in full or in part at any time.

Is the request for an accelerated benefit voluntary?

Yes. An accelerated benefit is not intended to cause you to reduce involuntarily the death proceeds ultimately payable to the named beneficiary. An accelerated benefit will be made available to you on a voluntary basis only.

If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit. If you are required by a government agency to use this option to apply for, obtain, or keep a government benefit or entitlement, you are not eligible for this benefit.

Will interest be charged on the amount taken as an accelerated benefit?

Yes. The interest rate charged on the portion of the accelerated benefit lien equal to the loan value of the policy at the time the accelerated benefit is paid shall not exceed the policy loan interest rate.

The interest rate on the portion of the accelerated benefit lien in excess of the loan value of the policy at the time the accelerated benefit is paid will be set quarterly on the first day of each calendar quarter. It will not exceed the greater of the policy loan interest rate, or the "published monthly average" for the calendar month ending two months before the beginning of the calendar quarter.

The "published monthly average" means the Moody's Composite Average of Yields on Bonds as published by the Moody's Investors Service. In the event this average is no longer published, we will use a substantially similar average subject to the approval of the Interstate Insurance Product Regulation Commission.

We will notify you when we pay the accelerated benefit what the interest rate charge will be. The interest rate will not be changed during the course of the accelerated benefit lien.

Interest is charged daily on the amount of the lien; it is payable annually in arrears. The unpaid interest will be added to the accelerated benefit lien and charged the same rate of interest as your accelerated benefit lien.

Additional interest will not accrue if the accelerated benefit lien plus accrued interest equals the death benefit.

Will it be necessary to keep this policy in force after an accelerated benefit has been paid?

Yes. Once an accelerated benefit has been paid, you must keep the policy in force until such time as the death benefit is payable or the entire accelerated benefit is repaid to us. If necessary, we will pay any premiums required to keep your policy inforce and add them to the accelerated benefit lien which will reduce any death benefits payable. However, if the policy includes a waiver of premium provision and the insured qualifies under that provision, we will pay those premiums according to the Schedule of Monthly Premiums to Waive in the policy data pages.

How will this agreement affect coverage on additional insureds under this policy?

Coverage on any additional insureds, whether covered under this policy or any agreement attached to this policy, will not be included in the amount available for acceleration.

Is this agreement subject to the incontestability and suicide provisions of the policy?

Yes. Those provisions apply to this agreement. The contestable and suicide periods will be measured from the effective date of this agreement.

If this agreement is issued at a date later than this policy, then this agreement will be contestable but only as to the evidence of insurability which we required to issue this agreement.

When does this agreement terminate?

This agreement will terminate on the earliest of:

- the date this policy is surrendered, or otherwise terminated; or
- (2) the date we receive your written request to cancel this agreement; or
- (3) the date of the insured's death.

Can this agreement be reinstated?

Yes, this agreement can be reinstated under the following conditions:

- (1) all of the reinstatement conditions stated in your policy have been satisfied; and
- (2) we receive written request from you.

Demis E. Taslusphy

Secretary

President]

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